August 6, 2018 8:30 A.M.
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

COMMISSIONERS PRESENT:

Mike Haddock, Chairperson Joseph Wiggins, Vice-Chairperson Zack Koonce, Commissioner Sondra Ipock-Riggs, Commissioner Frank Emory, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager Angelica Hall, Clerk Brenda Reece, Finance Officer

The Chairperson called the meeting to order and Commissioner Frank Emory gave the invocation. **MOTION** was made by Commissioner Zack Koonce, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Frank Emory, seconded by Commissioner Joseph Wiggins, and unanimously carried **THAT** the minutes for Special Meeting May 14, 2018, May 21, 2018, June 27, 2018 and Regular Meeting on July 9, 2018 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Ms. Imani Hargett, a Jones Senior High School student that is currently active in the 4-H Program, presented information to the Board. Ms. Hargett informed the Board of several activities she has been involved in this year and upcoming events she will be attending like the NCACC Annual County Commissioner Conference. Ms. Hargett has also volunteered at the local nursing facility in the County, assisting with arts and crafts and other activities. Ms. Hargett wrote a poem and was able to read the poem in front of a group of 400 or more people and stated that the entire experience in the 4-H program has given her more confidence and she appreciates all the opportunities she has been given through the program.

1. HWY 41/SR 1002 INTERSECTION UPDATE

Mr. Franky Howard, County Manager, provided the Board with an update on the intersection of Hwy 41 and SR 1002. Mr. Howard informed the Board that he contacted the NC DOT about the most recent accident. Mr. Howard also informed the Board that several citizens and Commissioners made calls to NC DOT demanding changes to be made at the interchange. Mr. Howard was pleased to announce that due to the concerns, larger stop signs will be added and eventually there will be flashing lights installed as you approach the intersection.

MOTION made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory and unanimously carried THAT Mr. Franky Howard follow-up with Mr. Kevin Lacey to ensure all changes that were discussed and any other concerns about the intersection are being handled in a timely manner. A copy of the letter is marked EXHIBIT A and is hereby incorporated and made a part of the minutes.

2. BROCK MILL POND PROJECT RESOLUTION

Mr. Franky Howard, County Manager, presented the Board with a resolution on behalf of the Friends of Brock Mill Pond. The resolution is to ask Harry Brown to seek contingency funds for the sidewalk/boardwalk project at the Pond. This will officially connect the Town of Trenton's sidewalks to the Pond property and the fishing pier that will be installed by NC Wildlife. Mr. Howard explained that all of the improvements will not cost the County any funds and will be great improvements to the site. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** Resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. COURTHOUSE CAPITAL REQUEST- ROOF

Mr. Franky Howard, County Manager, provided the Board with an update on the Courthouse roof project. Mr. Howard informed the Board that they have received three quotes and the lowest quote was All Season Roofing out of Wallace and Wilmington. They had great references and will install custom bent Standing Seam panels, which is original to the building. This also includes new gutter linings, painting the cupola, the flat areas, and water sealing the chimney. Mr. Howard informed the Board that the total cost of the project would be \$53,640 and that Chris Henderson would be seeking potential state funds to help offset the cost. MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried THAT Quote from All Season Roofing be APPROVED as presented. A copy of the quote is marked EXHIBIT C and is hereby incorporated and made a part of the minutes.

4. COURTHOUSE CAPITAL REQUEST- SOUND EQUIPMENT

Mr. Franky Howard, County Manager, presented the Board with a Capital Request from the Courthouse to purchase sound equipment. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce **THAT** the Capital Request in the amount of \$2348.48 to purchase sound equipment be **APPROVED**. A copy of the request is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

5. WATER DEPARTMENT CAPITAL REQUEST- TRENCH BOX

Mr. Franky Howard, County Manager, presented the Board with a Capital Request from the Water Department to purchase a Trench Box. Mr. Howard explained that the Trench Box is needed to remain OSHA compliant when digging trenches and making water line repairs. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Trench Box in the amount of \$4,518 be **APPROVED** as presented. A copy of the request is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

6. REVISED TOWER LEASE- EASTERN CAROLINA BROADBAND

Mr. Howard, County Manager, presented the Board with a revised tower lease for Eastern Carolina Broadband. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Revised Tower Lease be

APPROVED as presented. A copy of the Revised Lease is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

7. BUDGET AMENDMENT# 1

Mr. Franky Howard, County Manager, presented the Board with Budget Amendment #1 to keep the County in line with expenditures. **MOTION** was made by Commissioners Zack Koonce seconded by Commissioner Frank Emory, and unanimously carried **THAT** Budget Amendment #1 be **APPROVED** as presented. A copy of the Budget Amendment is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

8. PROPERTY TAX RELEASE

Mr. Franky Howard, County Manager, presented the Board with a Property Tax Release for approval. Mr. Howard explained that the boat information was wrongfully sent to Jones County for listing by NC Wildlife. The owner has a Pollocksville address but lives just inside of Craven County and it has been confirmed by Susan Riggs, Tax Collector, that the boat is actually listed in Onslow County. MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried THAT the Property Tax Release be APPROVED as presented. A copy of the Notice of Tax Assessment and supporting documents are marked EXHIBIT H and is hereby incorporated and made a part of the minutes.

9. TAX COLLECTION REPORT

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report for June 2018. This is information only. A copy of this report is marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

10. FSA UPDATE

Mr. Franky Howard, County Manager, provided the Board with an update on the FSA. This is information only.

11. SCHOOL PROJECT UPDATE

Mr. Franky Howard, County Manager, provided the Board with an update on the School project. Mr. Howard informed the Board that everything was on schedule per the last site visit and meeting and he hoped to schedule a site visit with the Board in September. This is information only.

12. CLOSED SESSION PER NCGS 143-318.11(a)4

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting go into Closed Session as provided in NCGS 143.318. 11(a)4.

MOTION was made by Commissioner Zack Koonce and seconded by Commissioner Frank Emory, and unanimously carried to go out of Closed Session.

13. LEASE AGREEMENT 181 INDUSTRIAL PARK DRIVE

Mr. Franky Howard, County Manager, presented the Board with a Lease Purchase agreement for the old DHI building at 181 Industrial Park Drive. Mr. Howard explained that the lease was with a new company that hopes to be in the building in September. The EDC Board recommended that Mr. Howard begin work on the lease to bring to the Board. **MOTION** made by Commissioner Franky Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the Lease Purchase Agreement for the old DHI building be **APPROVED** as presented. A copy of the Lease Purchase Agreement is marked **EXHIBIT J** and is hereby incorporated and made a part of the minutes.

14. TOWNSHIP 7 FIRE PROTECTION AGREEMENT

Mr. Franky Howard, County Manager, presented the Board with the Township 7 Fire Protection Agreement for the Rock Creek and Forest Glen area of Jones County. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the Township 7 Fire Protection Agreement be **APPROVED** as presented. A copy of the Agreement is marked **EXHIBIT K** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

No Report

COMMISSIONER'S REPORTS

Commissioner Sondra Ipock-Riggs requested an update on the leaks at the Civic Center because they still haven't been fixed. Also, requested follow up emails on requests from the Commissioners be made part of the minutes moving forward.

Commissioner Zack Koonce- Announced that he attended the following meetings: Civilian Military Board at Cherry Point, Filling-Station meeting and presentation, Social Services meeting, Mill Pond Meeting and a 7 hour Class at the Filling Station.

PUBLIC COMMENT

None

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Zack Koonce, and
unanimously carried THAT the meeting be ADJOURNED at 10:00 a.m.

Mike Haddock	Angelica Hall
Chairman	Clerk to the Board

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS

MIKE HADDOCK, Chairman 839 Henderson Road Trenton, NC 28585

JOSEPH F. WIGGINS, Vice Chair 641 Richlands Road Trenton, NC 28585

FRANK EMORY 8466 Hwy 41 West Richlands, NC 28574

ZACK KOONCE 1539 Ten Mile Fork Road Trenton, NC 28585

SONDRA IPOCK RIGGS 862 Riggstown Rd. Pollocksville, NC 28573



418 Hwy 58 North Unit A TRENTON, NORTH CAROLINA 28585 FAX (252) 448-1072 (252) 448-7571

August 29, 2018

COUNTY MANAGER

FRANKY J. HOWARD 418 Hwy 58 N. Unit A Trenton, NC 28585

COUNTY ATTORNEY

JIMMIE B. HICKS P.O. Drawer 889 New Bern, NC 28563

CLERK TO THE BOARD

ANGELICA K. HALL 418 Hwy 58 N. Unit A Trenton, NC 28585

WERSITE: www.jonescountync.gov jonescounty@jonescountync.gov

Kevin Lacy NC DOT - State Traffic Engineer 1561 Mail Service Center Raleigh, NC 27699

RE: Intersection of NC Highway 41 and NC SR 1002

Mr. Lacy,

I am writing you on behalf of the Jones County Board of Commissioners in reference to the intersection of NC Highway 41 and NC SR 1002. As you are aware this intersection has been the scene of many unfortunate traffic accidents over the past few years. Along this same timeframe, the traffic pattern was switched to allow the free flow of the heavier used NC Highway 41. I shared with my Board, at their last meeting, the promise and commitment of NCDOT to make additional improvements to the intersection that will hopefully avoid any future accidents. This letter is to serve as a follow up and request that NCDOT follows through with the proposed improvements. We support the proposed improvements as they go along with what we have been requesting for several months now. As you can imagine many citizens take to the County Board of Commissioners to make such improvements, unfortunately that responsibility and authority resides with the NC DOT.

We appreciate the ongoing partnership that we have with NCDOT. It is often brought to our attention how good the roads are in Jones County, including that of NC Hwy 41 after its widening and resurfacing. It is also mentioned how great of a staff we have here at the local NC DOT maintenance yard. They do a great job here in the County and are always able to assist the County and other departments when the need arises.

Please let me know if you have any questions, we look forward to hearing back from you.

Franky J. Howard,

Jones County Manager

BOARD OF COUNTY COMMISSIONERS

MIKE HADDOCK, Chairperson 2314 Wyse Fork Road Trenton, NC 28585

JOSEPH F. WIGGINS, Vice-Chairperson 641 Richlands Road Trenton, NC 28585

SONDRA IPOCK RIGGS 862 Riggstown Rd. Pollocksville, NC 28573

ZACK KOONCE 1539 Ten Mile Fork Road Trenton, NC 28585

FRANK EMORY 8466 Hwy 41 West Richlands, NC 28574



418 Hwy 58 North, Unit A TRENTON, NORTH CAROLINA 28585 (252) 448-7571 FAX (252) 448-1072 **EXHIBIT B**

FRANKY J. HOWARD 418 Hwy 58 North, Unit A Trenton, NC 28585

COUNTY ATTORNEY

JIMMIE B. HICKS P.O. Drawer 889 New Bern, NC 28563

CLERK TO THE BOARD

ANGELICA HALL 418 Hwy 58 North, Unit A Trenton, NC 28585

WEBSITE:
www.jonescountync.gov
email:
jonescounty@jonescounlync.gov

RESOLUTION OF SUPPORT

WHEREAS, The Jones County Board of Commissioners, took ownership of the Historic Brock Mill Pond back in April 2012; and

WHEREAS, the Jones County Board of Commissioners' mission specific to this property, is to partner with appropriate agencies to preserve and promote the historic and environmental qualities of the Brock Mill Pond; and

WHEREAS, the Jones County Board of Commissioners have empowered the Friends of Brock Mill Pond, an appointed group of citizens from across Jones County, to fulfill the above stated mission as well as oversee the property and projects; and

WHEREAS, the Jones County Board of Commissioners, Friends of Brock Mill and North Carolina Department of Transportation have identified a critical safety project that connects the Town of Trenton's sidewalks to the Brock Mill Pond property; and

WHEREAS, this project will enhance the health and safety of the walking public in this area; and

WHEREAS, the Jones County Commissioners request the support of Senator Harry Brown to in turn request the use of Contingency Funds in the amount of \$86,900 for this project by way of the President Pro Tempore and the Secretary of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Jones County Board of Commissioners supports the use of NC Contingency Funds for this specific sidewalk/boardwalk project at Brock Mill Pond.

Adopted this the 6^{th} day of August 2018.

Mike Haddock, Chairman

ATTEST

Angelica Hall, Clerk to the Board

BOARD OF COUNTY

MIKE HADDOCK, Chairman 839 Henderson Road Trenton, NC 28585

JOSEPH F. WIGGINS, Vice Chair 641 Richlands Road Trenton, NC 28585

FRANK EMORY 8466 Hwy 41 West Richlands, NC 28574

ZACK KOONCE 1539 Ten Mile Fork Road Trenton, NC 28585

SONDRA IPOCK RIGGS 862 Riggstown Rd. Pollocksville, NC 28573



418 Hwy 58 North Unit A TRENTON, NORTH CAROLINA 28585 (252) 448-7571 FAX (252) 448-1072 COUNTY MANAGER

FRANKY J. HOWARD 418 Hwy 58 N. Unit A Trenton, NC 28585

COUNTY ATTORNEY

JIMMIE B. HICKS P.O. Drawer 889 New Bern, NC 28563

CLERK TO THE BOARD

ANGELICA K. HALL 418 Hwy 58 N. Unit A Trenton, NC 28585

WEBSITE:
www.jonescountync.gov
email:
jonescounty@jonescountync.gov

July 19, 2018

Senator Harry Brown 300-B Legislative Office Building 300 N. Salisbury Street Raleigh, NC 27603

RE: Brock Mill Pond PFA, and Boardwalk/Sidewalk extension

Senator Brown,

On behalf of Jones County Commissioners I am writing you about our latest project out at Brock Mill Pond. Since taking over ownership of Brock Mill Pond, the County has worked with various agencies to promote and preserve the history out at Brock Mill Pond. Most recently we have partnered with NC Wildlife, NC DOT and the Town of Trenton to develop a plan for a new Public Fishing Access(PFA)and boardwalk out on the pond. This will give our citizens and those that visit one more reason to stop and enjoy the properly. Being a rural county we have to get creative in our partnerships as we provide the services and recreational activities our citizens demand and deserve.

This new project will connect the Town of Trenton's sidewalks to the Brock Mill Pond property. Currently the towns sidewalks end one parcel over from the pond. This disconnect forces visitors to walk out along side NC Hwy 58 to access the pond. This creates a major safety issue for us as we begin to see more visitors to the site. Once the PFA is established the traffic to the site will increase. This is why we requested the help of NCDOT to establish a boardwalk to extend the Town's side walk onto the property and PFA.

This brings me to the reason for my letter. We would like to ask for your support in requesting the use of NCDOT Contingency funds to help bring this project to a reality. This project fits right in with our overall master plan for the property and is fully supported by the Board of Commissioners.

Sincerely,

Franky J. Howard, Jones County Manager

NC Department of Transportation Engineer's Estimate

Date:

05/24/2018

3-24-16 DL

Contract #:

N/A

TIP #: WBS Element #:

N/A N/A

Division #:

County:

Jones

Description:

Install cross-walk and sidewalks on NC 58 at Brock's Mill Pond

CONSTRUCTION ESTIMATE

Line#	Item Description	Quantity	Units	Unit Price	Bid Amount	:
1	NC Wildlife Resources Commision Estimate for conc. sidewalk & wood boardwalk.	1	LS	\$69,525.00	\$69,52	25.00
7	TEMPORARY TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,00)0.00
8	THERMOPLASTIC PAVEMENT MARKING SYMBOLS (120 MILS)	100	SF	\$5.00	\$50	00.00
9	THERMOPLASTIC PAVEMENT MARKINGLINES (24", 120 MILS)	40	LF	\$4.50	\$18	30.00
				Contract Items:	\$ 75,20	5.00
				Subtotal:	\$ 75,205	5.00
			Eng., In	nsp. Cont. 10%:	\$ 7,520	0.50
				IDCA 5.46%	\$ 4,100	6.19
			Construct	ion Estimate:	\$ 86,831	1.69
				Say:	\$ 86,900	0.00



N.C. Wildlife Resources Commission Controller's Office 1702 Mail Service Center Raleigh, NC 27699-1702 (919) 707-0080

TO: NCDOT – Division 2 P.O. Box 1587 105 Pactolus Hwy Greenville, NC 27835

INVOICE NUMBER					
FEDERAL	IDENTIFICATION NUMBER				
	736502734-20				
	INVOICE DATE				
	Quote ID				
	Quote ID				

REMIT TO:

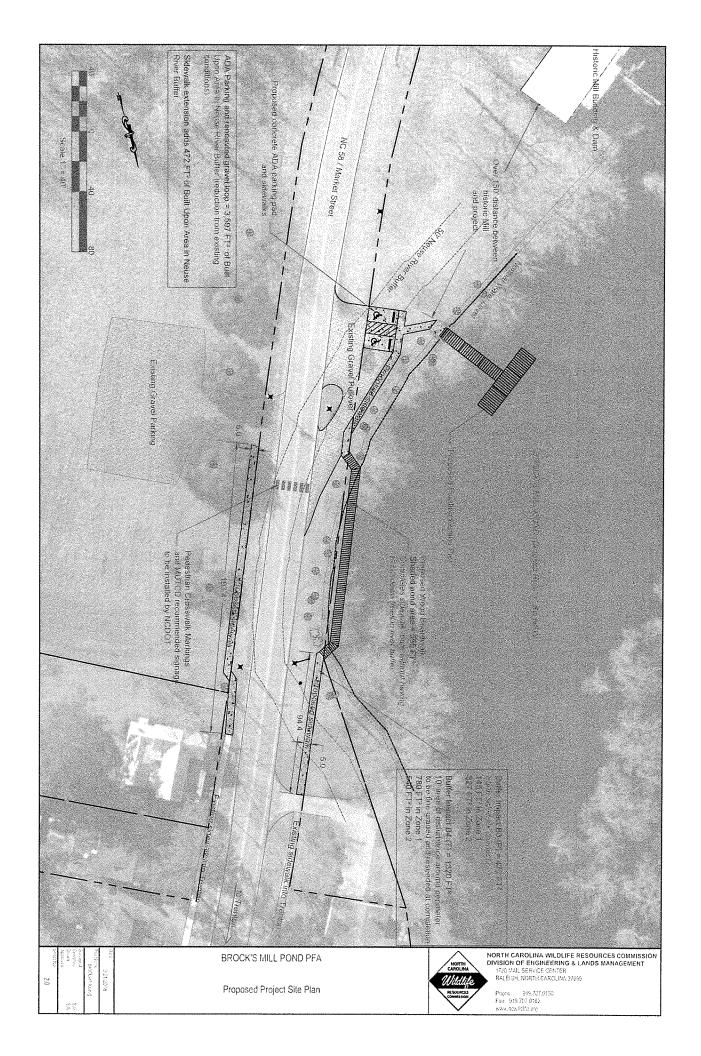
NC Wildlife Resources Commission Accounts Receivable Section 1702 Mail Service Center Raleigh, NC 27699-1702

WRC Contact: Tammy Eliopoulos 919-707-0157

PAYER: Please include invoice number on check, make check payable to the NC Wildlife Resources Commission, attach to yellow copy and send to remit to address above. Keep white copy for your files

Quantity	DESCRIPTION	AMOUNT
	Brocks Mill Pond PFA – Pedestrian routes including concrete sidewalk & wood boardwalk	
	Design Services Design, Permit, Project Coordination	\$2,475.00
		, , , , , , , , , , , , , , , , , , ,
	Materials Concrete	ΦE 050 0
	Stone	\$5,250.0 \$2,100.0
	Timber Piles	\$12,600.0
	Lumber	\$4,498.0
	Hardware	\$2,177.0
	Site Work	
	Grading, Seeding, Debris disposal	\$1,900.0
	Construction	
	NCWRC 3-man crew	\$29,610.0
	NCWRC Construction Projects Manager	\$1,425.0
	NCWRC Engineer site visits	\$990.0
	Equipment	
	Dozer, Excavator, Dump Truck, Mobilization	\$6,500.0
	TOTAL	\$69,525.0
	NCDOT shall provide at no cost: (1) installation of pedestrian crosswalk with MUTCD-recommended signs. (2) 4 workdays of traffic control	
	services for 1 lane closure on NC Highway 58	

Billing agency	invoice routing	:			PAY THIS AMOUNT		
White & Cana	ry copy - Payer	Pi	nk copy - WRC Cont	roller's Office Section	Goldenrod copy - File		
WRC OFF	CE USE ONI	Y:					
Deposit to:	1702		-			-	
	(COMPANY)		(ACCOUNT)	(CENTER)	(BU	DGET CODE)	





Customer Info:

Job #: N/A Jones County --- Paul Ingram -Ingram, Paul 101 Market Street, Trenton, NC, 28585 (252) 229-3900-mobile All Seasons Roofing, Inc.

933 N. Norwood Street Wallace NC 28466 www.allseasonsroofinginc.com

Wilmington: (910) 799-2197 Wallace: (910) 285-6720

Phone: (910) 285-6720 Fax: (910) 285-6739

Company Representative:

Leonel Orellano (910) 285-6720

leonel@allseasonsroofinginc.com

Job Number: N/A

Metal Roofing

Description	Quantity Unit	Price	Total
Debris Removal Remove all the old metal on the roof and haul away all job related debris	0 0	\$0.00	\$0.00
Wood Repair Inspect the roof decking for damaged wood, if we find any damaged wood it will be brought to the customers attention. The Price for 1/2" CDX plywood sheathing is \$52.50 or 3/4" CDX plywood sheathing is \$73.50 per 4x8 sheet. For all other wood repairs or siding cost, (This includes removing siding to get new flashing behind it) is \$55 per man hour plus materials	0 0	\$0.00	\$0.00
Leak Barrier Mid-State - Install new adhesive backed leak barrier membrane at the critical leak areas to include valleys, penetrations, and roof pitches less than 3/12	4 RL	\$125.00	\$500.00
Rhino Roof Supply and install new synthetic Rhino-Roof underlayment over the entire roof. Rhino-roof is 25 times stronger than felt paper, is 100% waterproof, and is complete inert to any mold growth	6 RL	\$0.00	\$0.00
Drip Edge Furnish, fabricate and install new 24 Gauge Galvolume Painted drip edge to the manufacturers specifications around all roof perimeters. Color to match roof panels.	450 LF.	\$0.00	\$0.00
Valley Flashing Furnish, fabricate and install 24 Gauge Galvolume Valley Flashing in all the valley's on the house. Color to match roof panels.	160 LF.	\$0.00	\$0.00
Transition Flashing Furnish, fabricate and install new custom 24 Gauge Painted Galvolume Transition metal at all the pitch break areas on the roof. Color to match roof panels.	160 LF.	\$0.00	\$0.00
Standing Seam Supply and install new 24 Gauge Painted Standing Seam Galvolume metal roofing system. This is a 16 inch concealed fastener roof system that has a 40 year Kynar paint warranty that protects against fading, flaking or any other material defect. This panel has also been tested for winds in excess of 150 MPH. It also comes with a substrate warranty of 30 years. Color:	55 SQ.	\$650.00	\$35,750.00
Z-Bar Flashing Furnish, fabricate and install 24 gauge custom Z-Bar trim to the manufactures specifications where needed on the house. Color to match roof panels.	320 LF.	\$0.00	\$0.00
Ridge Cap Furnish, fabricate and install 24 gauge Custom Ridge Cap on all the main ridges of the house. This will be locked and hemd to the Z-Bar Flashing to assure proper wind uplift.	180 LF.	\$0.00	\$0.00
Chimney Flashing Furnish, fabricate and install 26 Gauge galvolume chimney flashing. All Counter flashing will be ground into the mortar and	1 EA.	\$0.00	\$0.00

sealed with clear geocel urethane sealant. Color to match roof panels.				
Pipe Boots Supply and install new Dek-Tite metal roofing specific pipe boots in place of the old ones.	4 E	EA.	\$0.00	\$0.00
Landscape Landscaping and plant care is a top priority. We pickup nails and screws with a sweeper magnet and any other construction debris on the ground.	0	SQ	\$0.00	\$0.00
Workmanship Warranty All Seasons Roofing, Inc. offers a warraty on all workmanship for a period of 10 Years, as well as a manufactures warranty of 40 years.	0	0	\$0.00	\$0.00
Lift This estimate will include boom lift rental for the completion of the job.	1)	EA	\$3,600.00	\$3,600.00

Metal Roofing total: \$39,850.00

Total for all sections: \$39,850.00

Total: \$39,850.00

We would like to thank you for allowing All Seasons Roofing, Inc. the opportunity to serve you as another Satisfied Customer. We look forward to doing business with you in the near future.

All Seasons Roofing, Inc. is fully insured so that you are protected against any claims that could occur during the process of completing your job. We have a long list of references for you to call on upon your request.

We do accept most major credit cards, however there will be an additional 3% charge added to the total balance if you choose to pay by credit.

I, The owner or person signing and approving this contract understand that by signing this Agreement make myself fully responsible for all payments due in full upon the completion of the work performed. I acknowledge and agree to be bound by signing and agreeing to this contract I, "The Signer" am aware that these are special ordered materials and will be held liable for payment of these materials if I decide to cancel for any reason after my three day right of refusal. All the terms and conditions contained above and in the attached "Contractor Agreement", My signature represents full execution of this said agreement.

Company Authorized Signature	Date	Customer Signature	Date
		Customer Signature	Date
This estimate was last edited by Leonel (Orellano ((910) 285	-6720 leonel@allseasonsroofinging	com) on July

30, 2018. The estimate may be withdrawn if not accepted within _____ days.



Customer Info:

Job #: N/A Jones County --- Paul Ingram -Ingram, Paul 101 Market Street, Trenton, NC, 28585 (252) 229-3900-mobile

All Seasons Roofing, Inc.

933 N. Norwood Street Wallace NC 28466 www.allseasonsroofinginc.com

Wilmington: (910) 799-2197 Wallace: (910) 285-6720

Phone: (910) 285-6720 Fax: (910) 285-6739

Company Representative:

Leonel Orellano (910) 285-6720

leonel@allseasonsroofinginc.com

Job Number: N/A

Single Ply Flat Roofing

Description	Quantity	Unit	Price	Total
Debris Removal Remove all the old epdm on the roof and haul away all job related debris	0	SQ	\$0.00	\$0.00
High Density Insulation Board Supply and install 1/2-inch High Density Insulation Board down to the roof. All of the insulation will be fastened down with 3-inch plated and screws. (16 per board).	28	Sheets	\$0.00	\$0.00
0.60 Mill E.P.D.M. Fully adhere 0.60 mill E.P.D.M. Rubber down over top of the insulation board and up any and all parapet walls using Bonding Adhesive.	9	Sqs.	\$850.00	\$7,650.00
Roof Seams Clean and seal all seams with 3" seam tape per manufactures specifications.	2	SQ	\$0.00	\$0.00
Penetrations Flash all the penetrations in the roof with E.P.D.M uncured form flashing.	0	Penetrations	\$0.00	\$0.00
Drip-Edge Furnish, fabricate and install new 24 gauge Kynapainted galvolume drip=edge around the entire building.	r 0	Ft.	\$0.00	\$0.00
Workmanship Warranty With this work there will be a 10-year warranty on all our labor.	1 _W	Workmanship Varranty Included	\$0.00	\$0.00

Single Ply Flat Roofing total: \$7,650.00

Total for all sections: \$7,650.00

Total: \$7,650.00

We would like to thank you for allowing All Seasons Roofing, Inc. the opportunity to serve you as another Satisfied Customer. We look forward to doing business with you in the near future.

All Seasons Roofing, Inc. is fully insured so that you are protected against any claims that could occur during the process of completing your job. We have a long list of references for you to call on upon your request.

We do accept most major credit cards, however there will be an additional 3% charge added to the total balance if you choose to pay by credit.

I, The owner or person signing and approving this contract understand that by signing this Agreement make myself fully responsible for all payments due in full upon the completion of the work performed. I acknowledge and agree to be bound by signing and agreeing to this contract I, "The Signer" am aware that these are special ordered materials and will be held liable for payment of these materials if I decide to cancel for any reason after my three day right of

refusal. All the terms and conditions contained represents full execution of this said agreement		e attached "Contractor Agreement",	, My signature
Company Authorized Signature	Date	Customer Signature	Date
		Customer Signature	Date
This estimate was last edited by Leonel Ore 30, 2018. The estimate may be withdrawn	,		.com) on July



Customer Info:

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Phone: (910) 285-6720 Fax: (910) 285-6739

Company Representative:

Leonel Orellano (910) 285-6720

leonel@allseasonsroofinginc.com

Job Number: N/A

Roofing Repair

(252) 229-3900-mobile

Description	Quantity Unit	Price	Total
Clean Roof Clean the existing metal on the cupola roof of all dirt and debris to prepare for coating	0 SQ	\$0.00	\$0.00
Penetrations Reflash pentrations, corners, and any critical leak points with fabric.	0 SQ	\$0.00	\$0.00
Roof Coating Provide and install 2 coats of Mule Hyde A-300 ELASTOMERIC ACRYLIC COATING to the entire roof.	1 SQS	\$1,500.00	\$1,500.00
Workmanship Warranty All Seasons Roofing, Inc. offers a 5 year workmanship warranty on all work performed.	0 0	\$0.00	\$0.00
Landscape Landscaping and plant care is a top priority. We pickup nails and screws with a sweeper magnet and any other construction debris on the ground. Our goal is to make sure your landscaping looks the same as when we arrived.	0 0	\$0.00	\$0.00

Roofing Repair total: \$1,500.00

Total for all sections: \$1,500.00

Total: \$1,500.00

We would like to thank you for allowing All Seasons Roofing, Inc. the opportunity to serve you as another Satisfied Customer. We look forward to doing business with you in the near future.

All Seasons Roofing, Inc. is fully insured so that you are protected against any claims that could occur during the process of completing your job. We have a long list of references for you to call on upon your request.

We do accept most major credit cards, however there will be an additional 3% charge added to the total balance if you choose to pay by credit.

I, The owner or person signing and approving this contract understand that by signing this Agreement make myself fully responsible for all payments due in full upon the completion of the work performed. I acknowledge and agree to be bound by signing and agreeing to this contract I, "The Signer" am aware that these are special ordered materials and will be held liable for payment of these materials if I decide to cancel for any reason after my three day right of refusal. All the terms and conditions contained above and in the attached "Contractor Agreement", My signature represents full execution of this said agreement.

Company Authorized Signature	Date	Customer Signature	Date
		Customer Signature	Date



Customer Info:

Job #: N/A
Jones County --- Paul Ingram Ingram, Paul
101 Market Street,
Trenton, NC, 28585
(252) 229-3900-mobile

All Seasons Roofing, Inc.

933 N. Norwood Street Wallace NC 28466 www.allseasonsroofinginc.com

Wilmington: (910) 799-2197 Wallace: (910) 285-6720

Phone: (910) 285-6720 Fax: (910) 285-6739

Company Representative:

Leonel Orellano (910) 285-6720

leonel@allseasonsroofinginc.com

Job Number: N/A

Single Ply Flat Roofing

Description	Quantity	Unit	Price	Total
Debris Removal Remove all the old hydro-stop on the built-in gutters and haul away all job related debris	0	0	\$0.00	\$0.00
0.60 Mill E.P.D.M. Fully adhere 0.60 mill E.P.D.M. Rubber down over top of the built-in gutters and up any and all parapet walls using Bonding Adhesive.	160	Lf	\$29.00	\$4,640.00
Roof Seams Clean and seal all seams with 3" seam tape per manufactures specifications.	0	SQ	\$0.00	\$0.00
Penetrations Flash all the penetrations in the gutters with E.P.D.M uncured form flashing.	0	Penetrations	\$0.00	\$0.00
Drip-Edge Furnish, fabricate and install new 24 gauge Kynar painted galvolume drip=edge around the gutters.	0	Ft.	\$0.00	\$0.00
Workmanship Warranty With this work there will be a 10-year warranty on all our labor.	1	Workmanship Warranty Included	\$0.00	\$0.00

Single Ply Flat Roofing total: \$4,640.00

Total for all sections: \$4,640.00

Total: \$4,640.00

We would like to thank you for allowing All Seasons Roofing, Inc. the opportunity to serve you as another Satisfied Customer. We look forward to doing business with you in the near future.

All Seasons Roofing, Inc. is fully insured so that you are protected against any claims that could occur during the process of completing your job. We have a long list of references for you to call on upon your request.

We do accept most major credit cards, however there will be an additional 3% charge added to the total balance if you choose to pay by credit.

I, The owner or person signing and approving this contract understand that by signing this Agreement make myself fully responsible for all payments due in full upon the completion of the work performed. I acknowledge and agree to be bound by signing and agreeing to this contract I, "The Signer" am aware that these are special ordered materials and will be held liable for payment of these materials if I decide to cancel for any reason after my three day right of refusal. All the terms and conditions contained above and in the attached "Contractor Agreement", My signature represents full execution of this said agreement.

Company Authorized Signature	Date	Customer Signature	Date
		Customer Signature	Date
This estimate was last edited by Leonel Ord 30, 2018. The estimate may be withdrawn	* * *	,	c.com) on July



933 North Norwood Street Wallace, NC 28466 Office (910)285-6720 Fax (910)285-6739

List of References

Shingle Roofs

Alex Kerner
414 Sharon Way
Jacksonville, NC 28546
910-378-6600
IKO Cambridge Architectural Shingle
Color: Atlantic Blue

Robert Rainey
219 S. Kerr Ave Lot 16
Wilmington, NC 28403
910-395-5528
IKO Cambridge Architectural Shingle
Color: Earthtone Cedar

Marion Bannerman 909 E Freemont St Burgaw, NC 28425 304-541-0833 IKO Cambridge Architectural Shingle Color: Harvard Slate

Larry Price 290 Horsepen Lane Rose Hill NC 28458 910-289-3837 Owens Corning TruDef Oakridge Color: Onyx Black

David Benton
711 Columbia Ave
Carolina Beach, NC 28428
910-458-4589
Owens Corning Tru-Def Duration
Color: Estate Grey

Priscilla Marsack 9450 U.S. 117 Willard, NC 28478 910-547-4578 Owen Corning Tru Def Duration

Metal Roofs

John Hollenbeck 5723 West Beach Drive Oak Island, NC 28465 704-564-0235 Standing Seam 0.32 Aluminum

Ronny Brown 5270 Slocum Trail Atkinson, NC 910-791-8634 Multi Rib Color: Galvalume

Jimmy Stroud 640 NC Hwy 24 Kenansville, NC 28349 910-296-4695 24 gauge Standing Seam Color: Medium Bronze

Dwight Hall

108 Wisteria Ct

Wallace, NC 28466

910-284-2367

24 gauge Standing Seam

Color: Mansard Brown

Harold Buchanan Shop Home
155 Onslow Rd
Riegelwood, NC 28456
910-520-5248 really impressed
24 gauge Standing Seam great people
Color: Medium Bronze

Franklin Williams
7530 S. NC Hwy 41

Wallace, NC 28466
910-289-6008

24 gauge Standing Seam

Color: Brownwood

Waymond Robinson 610 Kings Arm Court Wilmington, NC 28409 910-431-2112

Owens Corning Oakridge Tru Def

Color: Twilight Black

Tom Metzler
1411 Old Lamplighter Way
Wilmington, NC 28403
618-977-6663
Owens Corning Tru-Def Duration

Color: Estate Grey

Arlene Limpert 3 Calabash Ct Carolina Shores, NC 28467 910-579-9855 CertainTeed Landmark Color: Hunter Green

Muriel Ewing 2305 Knightbridge Rd Wilmington, NC 28401 910-343-1781 CertainTeed Landmark Color: Cobblestone Gray

Steve Redwine 1016 Carolina Beach Ave North Carolina Beach, NC 28428 239-872-0342 GAF Timberline HD Color: Fox Hollow Gray

Donald Zorn 1915 Wrightsville Ave Wilmington, NC 28403 910-231-3548 GAF Timberline HD Color Shakewood

Robert Johannsen 8820 W Telfair Cr Wilmington, NC 28412 910-398-7272 CertainTeed Landmark Color: Weathered Wood

Beth Hansen 3722 Amber Dr Wilmington, NC 28409 Color: Matte Black

Phyllis Stuart 114 Patrick Henry Ct. Wallace, NC 28466 910-285-3550 24 gauge Standing Seam Color: Regal Red

Yorke Pharr 40 Anson St Ocean Isle Beach, NC 28469 828-699-0854 24 gauge Standing Seam Color: Snowdrift White

John Dixon 339 HC Powers Rd Wallace, NC 28466 910-297-5225 Multi Rib

Color: Forest Green

Gary Fisher 813 Inlet Acres Drive Wilmington, NC 28412 704-779-9459 Multi Rib Color: Gallery Blue

Diann Outlaw 407 North Blvd. Clinton, NC 28328 910-592-1329 Multi Rib

Color: Cocoa Brown

Craig King 126 Garland King Rd Teachey, NC 28464 910-285-2692 24 gauge Standing Seam Color: Forest Green

Reita Howard 628 Bay Harbor Dr Hampstead NC 28443 910-616-0636 24 gauge Standing Seam Color: Copper Penny

Annette Fountain 1101 Fountaintown Rd Beulaville, NC 28518 910-799-8613 Owens Corning Tru Def Duration Color: Quarry Grey

Allison Earhart 133 Bethesda St Jacksonville, NC 28546 910-581-4344 Owens Corning Supreme Color: Onyx Black

James Johnson 639 E Southernland St Wallace, NC 28466 910-285-5132 Owens Corning TruDef Oakridge Color: Brownwood

Scott Palmer 618 East Beach Drive Oak Island, NC 28465 315-702-7830 Owens Corning Tru-Def Duration Color: Estate Gray 910-298-3804 24 gauge Standing Seam Color: Matte Black

Lisa Jester 7131 Orchard Trace Wilmington, NC 28406 910-395-1670 24 Gauge Standing Seam Color Slate Gray

Pat Matthis 254 North Country Club Rd. Kenansville, NC 28349 910-385-5272 Multi Rib Color: Burnished Slate



Commercial Work

2 messages

Courtney Merritt <reply@mail.acculynx.com>

Tue, Jul 31, 2018 at 12:20 PM

Reply-To: Courtney Merritt <user-nkytiMmLW38tSzvHz0_yU7L5Jc68JcOlunI-AJw-P1Y1-mid-

QuZ0xeLwdh6HSmuFi2kcqBrcaxxcrpqXUg6XDVBc_hc1@mail.acculynx.com>

To: pingram@jonescountync.gov

Cc: leonel@allseasonsroofinginc.com, cmerritt@allseasonsroofinginc.com, mike@allseasonsroofinginc.com



"The Proof is in our Roof"

Good Morning Paul, I have a few names of commercial builders we work with: Bud Blanton 910-538-7888 - Good review, highly recommend (does all their roofs now) Brian Kiser 910-524-0633 - vert dependeble - great work - 3/1/million & Morres Dean Hardison 910-794-1501 - Good Perich, Lighty recommend

Customer contact information: Ingram, Paul Jones County --- Paul Ingram Job: N/A 101 Market Street Trenton, NC 28585 pingram@jonescountync.gov - Primary 252-229-3900 - Primary

Courtney Merritt

Reply directly to this email to respond.

You can view the whole email thread here

This communication was Powered By:





AccuLynx 525 Third Street, Beloit, WI 53511

Paul Ingram <pingram@jonescountync.gov>

To: Courtney Merritt <user-nkytiMmLW38tSzvHz0_yU7L5Jc68JcOlunI-AJw-P1Y1-mid-QuZ0xeLwdh6HSmuFi2kcqBrcaxxcrpqXUg6XDVBc_hc1@mail.acculynx.com>

Tue, Jul 31, 2018 at 12:49 PM

Thanks

[Quoted text hidden]



YOUR COMPLETE MUSICAL HEADQUARTERS

1826 W. 5th Street Washington, NC 27889 252-946-6100 420 E. Arlington Blvd Greenville, NC 27858 252-353-6101

BILL TO

Jones County Court House Franky Howard 101 Market Street Trenton, NC 28585 U.S.A. **JOTE**

WGB000028

Customer #:

C015892

Creation Date:

03/01/2018

Invoice Date:

Terms: PO:

Promised Date:

SHIP TO

Jones County Court House

101 Market Street Trenton, NC 28585 U.S.A.

BILL TO: (252)-448-6220

SHIP TO: (252)-448-6220

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	{	PIPE & SUPPLY COMPANY, INC	1			
		1501 N. Memorial Dr	' -			
		Greenville, NC 27834	-		-	,
		Phone 252-754-0700 // Fax 252-754-0711	Ins	side; Cory	Smi	ith
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		Jones County	\bot			
		Mike Houston				
	To:	mike Houston	-			
		mhouston@jonescountync.gov			_	
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ITEM	Qty	Descprtion	LIA	UT DDIOE		
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2	1	Lifting Sling				
		Litting Silling	\$	110.00	\$	110.00
3	1	Freight for 1st box	\$	350.00	\$	350.00
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		Total			\$	4,518.00
		Please give me call if you have any questions and thanks for the				
		opportunity to quote.				
		ALL QUANTITIES MATERIAL & DRIGES :				
		ALL QUANTITIES, MATERIAL, & PRICES ARE OUR INTERPRETATION OF THE PLANS & SPECIFICATIONS				***************************************
		AND ARE NOT GUARANTEED. MATERIAL WARRANTIES ARE				
		LIMITED TO THAT OF THE MANUFACTORS				
		ALL SALES SUBJECT TO CREDIT APPROVAL.		<u> </u>		

EXHIBIT F

STATE OF NORTH CAROLINA

COUNTY OF JONES

WATER TANK AND TOWER LEASE

This Agreement made and entered into as of this 6TH day of AUGUST, 2018, by and between Jones County (hereinafter referred to as the "Owner"); and Eastern Carolina Broadband, LLC, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "ECB").

WITNESSETH:

WHEREAS, the Owner owns water tanks and towers located in Jones County, North Carolina (the "Tower") a current list of which is attached as Exhibit A, County Official's can extend this lease to cover additional towers as they become available.; and

WHEREAS, ECB desires to install, remove, replace, maintain, and operate, at its expense, a wireless broadband service system facility, including up to eight (8) antennas to be mounted, at its discretion, on the outside of the Tower, and a weather utility service box approximately 2' x 3' to house the communications service system fixtures and equipment, and necessary appurtenances;

NOW, THEREFORE, in consideration of the provisions, terms, conditions and covenants contained herein, the Owner and ECB do mutually covenant and agree as follows:

- 1. Rented Space. The Owner hereby leases exclusive non-licensed spectrum broadband use of space on the Tower for up to eight (8) antennas and mounts at locations to be selected by ECB so long as they do not interfere with the operation of the Tower, the ladders, braces, paint removal, cleaning, sandblasting and/or painting of the Tower and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. The Owner also hereby rents to ECB an area of land near the base of the Tower (the "Site") on which to install one utility box and gives permission to bury the needed cables and/or fiber to reach the local termination point. ECB represents that it should cost the Owner approximately \$20.00 per year in electricity for this service, in the event that it is determined to cost a higher rate Owner may request additional compensation from ECB to cover costs.
- 2. <u>Term.</u> The term of this Agreement (the "Initial Term") shall begin on the date of execution of this Agreement and shall terminate thirty-four (34) months after execution on NOVEMBER 16TH 2020.

- 3. Rent will be paid yearly, in advance, beginning on the commencement date and on each anniversary of it. The annual rent will be \$250.00 per year per tank for the duration of the term of the Agreement. Annual rent will be paid by ECB by the 5th day of each annual term.
- 4. Security Deposit. ECB shall deposit one thousand dollars (\$1,000.00) as a security deposit with the Owner to cover any unexpected costs, including but not limited to personnel costs incurred by the Owner due to ECB's equipment. Said security deposit shall be paid at the execution of this Agreement. Security Deposit can be used by Owner to cover any additional expenses incurred by Owner during the term of this Agreement. Any additional expenses shall include but are not limited to: electricity expenses, personnel costs, damage to Tower or Owner property, and additional maintenance costs not paid by ECB. Prior to using any of said security deposit, Owner shall provide ECB a written list of any anticipated expenses upon receipt of which ECB shall have thirty (30) days to request additional information, such request must be in writing. If ECB fails to respond to Owner within the thirty (30) days then Owner shall deduct said monies from the security deposit. Any security deposit remaining after Termination of Agreement shall be refunded to ECB within ninety (90) days of termination. In the event the security deposit is exhausted prior to the termination of this Agreement, ECB shall provide Owner with an additional security deposit of \$1,000.00 within ten (10) days of Notice by Owner.
- 5. Cleaning & Maintenance. Parties agree that Owner has to provide general maintenance and upkeep of Tower, including but not limited to power washing, sandblasting and painting. Parties acknowledge that it may cost the Owner additional monies to obtain power washing, sandblasting and painting of the Tower due to ECB's equipment. Upon bidding of the power washing, sandblasting and/or painting, the Owner shall request the bidder's provide a break-down showing the costs of such maintenance with ECB's equipment removed versus costs of such maintenance with ECB's equipment on Tower. In the event that ECB elects not to remove its equipment from the Tower prior to the maintenance, ECB shall pay the Owner any difference between the costs of maintenance with equipment versus without equipment prior to the work being performed. Owner shall provide ECB the amounts at least fifteen (15) days prior to execution of an Agreement for the maintenance. In the event, that ECB fails to pay the difference and fails to remove the equipment, the Owner shall deem this Agreement breached and remove ECB's equipment. Owner shall not be liable for any damage or storage for said equipment. Owner shall use the security deposit to cover any and all costs related to removal of ECB's equipment and/or any additional costs incurred by Owner.
- 6. <u>Title and Quiet Possession</u>. The Owner represents and agrees: (a) that it is the owner of the Sites; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign.
- 7. <u>Installation</u>. In no event shall ECB, or its assigned agent, pierce or drill into the exterior of the Tower. ECB agrees that it will provide the Owner a written proposal reviewed by a professional

Elevated Storage Tank Contractor (the "Contractor"), at ECB's sole expense, addressing the installation of any antenna and that such proposal with the Contractor's review and approval noted shall then be provided to the Owner prior to installation. Upon approval by Owner, ECB and Owner shall work together to develop a schedule for installation. Installation shall occur during normal business days and hours (Monday through Friday from 8:00 a.m. to 5:00 p.m. ECB will be provided a gate key for use during those business hours. Upon completion of installation, ECB shall immediately notify Owner so that Owner may inspect installation. In the event that any of the installation does not comply with the approved proposal, the equipment shall be re-installed to comply with approved proposal at ECB's sole expense. In the event, ECB fails to re-install or comply with approved proposal, this Agreement shall be deemed breached and immediately terminate. Owner upon termination shall deduct any incurred costs or expenses from the security deposit.

- 8. <u>Interference</u>. ECB, or its assigned agent, will resolve technical problems with other equipment located at the Site prior to the installation date. In the event that equipment causes interference with the Owner's Tower, ECB shall resolve all interference within twenty-four hours of Notice by Owner. In the event, ECB cannot resolve the interference within that time line and the parties cannot mutually agree to an extension of time for the resolution of the interference, then this Agreement shall be deemed breached and immediately terminate.
- 9. <u>Utilities</u>. The Owner agrees to furnish 120 volt AC power at the utility box at the base of the Tower. Power consumption will be minimal with use in the range of 2 amps, or approximately 140 KWH per month. ECB may install a battery backup at time of installation at ECB's sole expense but said battery backup must fit within the 2'x 3'location already provided. ECB may request to install a solar panel, at ECB's sole expense, to maintain the reliability of the service during power failures and emergencies. ECB shall notify the Owner in writing of any said request to install either a solar panel. This Agreement does not authorize the installation of a solar panel without prior written consent of the Owner.
- 10. Maintenance of Area. ECB, and its assigned agents, shall make no alterations to the Tower or related facilities which will compromise or impair the integrity of the Tower. ECB, and its assigned agents, shall exercise special precaution to avoid damaging the facilities of the Owner, and ECB hereby assumes all responsibility for any and all loss or damage created by ECB, its employees or agents. ECB acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Tower and the Owner shall incur no liability to ECB for any injury, expense, or claim incurred by ECB during any such repair or renovation.

In the event that ECB needs access to the Tower property after business hours they will need to notify the Jones County Water Director so that a staff member can be assigned to allow ECB

- access to property. Owner and ECB agree that any costs incurred by Owner shall be charged against the security deposit and Section 4 provisions shall apply.
- 11. Indemnity. ECB shall carry general liability insurance in the amount \$1,000,000.00. Jones County shall be a named insured and a copy of the Certificate of Insurance shall be provided yearly to Owner. In the event that insurance is terminated or cancelled, ECB shall immediately notify Owner in writing. ECB shall procure, at its own expense, new insurance within seven (7) days of termination or cancellation. ECB shall indemnify, protect, and save harmless the Owner from any and all claims and demands for damages to property and injury to persons, which may arise out of or be caused by the erection, maintenance, presence, use or removal of ECB antennas, cable, equipment and necessary appurtenances at the Sites, including but not limited to attorney fees. ECB shall also indemnify, protect, and save harmless the Owner from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of ECB's facilities, including, but not limited to, infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
- 12. <u>Termination</u>. ECB may terminate this Agreement upon thirty (30) days written notice without stated cause and without liability for further rent. However, any rent paid shall remain the Owner's property. In the event of termination by ECB, the Owner shall refund any security deposit after one hundred eighty (180) days of removal of equipment by ECB in the event that no damage or expenses have been incurred by the Owner. The Owner may terminate this Agreement without cause upon one hundred eighty (180) days written notice. Owner shall terminate this Agreement for cause immediately as specified herein.
- 13. <u>Hazardous Substance</u>. ECB shall not introduce or use any substance on the Sites in violation of any applicable law. ECB understands that if the Owner needs to remove the old paint and repaint the Tower and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal, then ECB agrees to cooperate fully with the Owner in whatever steps are necessary for the removal of the old paint and the repainting of the Tower.
- 14. <u>Miscellaneous</u>. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. This Agreement is governed by the laws of the State of North Carolina. This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by

law. Any action shall be brought in the General Court of Justice, District Court Division for Jones County.

- 15. <u>E-Verify</u>. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, ECB and all contractors, including any subcontractors employed by ECB submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.
- 16. <u>Iran Divestment Act Certification</u>. By signing this agreement, ECB certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.59 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.
- 17. <u>Taxes.</u> ECB shall be responsible for any and all business personal property taxes related to the Equipment covered in this Contract. In the event that ECB is delinquent on any or all taxes of the Equipment then ECB shall be considered in Default of this Contract and the Owner shall have the right to terminate this Contract without any costs, penalties, and fees. ECB shall not remove any or all Equipment without full payment on any taxes due and/or owing. Owner shall have the right to pay any owed taxes for ECB equipment with the security deposit in the vent that ECB fails to make payment after notice.

Eastern Carolina Broadband, LLC	Jones County:
By:	By: W who Haddel & Comments
Susan G. Myers, Managing Partner	Michael Haddock, Chairman
	Attest: Angelical Hall, Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer
Jones County

_**26/18** Date

STATE OF NORTH CAROLINA

JONES COUNTY

On this day personally came before me, a Notary Public in and for the said County and State, Angelica K. Hall, who being by me duly sworn, says that she is the Clerk of the Board of Commissioners of the County of Jones, a body politic, and that by authority duly given and as the act of the said Board of Commissioners of the County of Jones, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by herself as Clerk.

witness my hand and notarial stamp or seal, this	s the / day of Wyust , 201 &
Mel	s the / day of <u>August</u> , 2018.
Notary Pul	
My Commission Expires: $2 - 10 - 23$	NOTAR L
STATE OF NORTH CAROLINA	Man Control of the Co
COUNTY OF	North North Williams
member-manager of East Carolina Broadband, LLC., a that by authority duly given and as the act of the limited	is day and acknowledged that he/she is the North Carolina limited liability corporation, and I liability company the a North Carolina,
witness my hand and notarial stamp or seal, this	•
My Commission Expires:	Notary Public

EXHIBIT A

JONES COUNTY WATER TANKS AND TOWERS LEASED

Current List as of 8/1/2018

County Official's can extend this lease to cover additional towers as they become available.

Tank ID	Address
WTP	1137 Hwy 41 West
TANK # 1	Trenton, NC 28585
Wyse Fork	5515 Wyse Fork Road
Tank # 2	Dover, NC 28526
Davenport	1197 Hwy 41 East
Tank # 3	Trenton, NC 28585
Howard	6331 Hwy 41 West
Tank # 4	Trenton, NC 28585
Eubanks	10090 Hwy 17 South
Tank # 5	Pollocksville, NC 28573
Courthouse	101 S. Market Street
Tower	Trenton, NC 28585

Budget Amendment

Date:

6/27/2018

Fund:

Grant Fund (29)

Fiscal Year:

2017-2018

Amendment #37

Increase Revenue

Restricted Other

Duke Energy

29-0213-4473-02

20,000.00

Total Increase in Revenue

20,000.00

Increase Expenditures

Energy

Car Charging Stations

29-4265-5445-24

20,000.00

Total Increase in Expenditures

20,000.00

Chairman

County Manager

Clerk to the Board

Finance Officer

204 Discour

COUNTY OF JONES

P.O. BOX 87 TRENTON, NC 28585 PHONE: 252-448-2546 2017-100095

FAX: 252-448-1080

May 10, 2017

NOTICE OF TAX ASSESSEMENT

New Acct not in either system

STOUT RICHARD LESLIE JR 121 WILDFLOWER WAY POLLOCKSVILLE, 28573 PropID - 40419

Acct# 32491 A32491.00

> 001 F02

Dear Sir/Madam:

Based on information from the North Carolina Wildlife Resources Commission, it appears that you were the registered owner of the boat(s) as described below as of January 1, 2016. You had specified in your application for registration that the boat(s) were subject to taxation in Jones County. We have checked all listings in the county for this year and have been unable to find the boat(s) listed.

Registration # 9414DZ	Length 2100	Make CAROLINA SKIFF	Year 7/31/2019	Boat Value \$5460	Motor Value \$	Total Value \$20938
		SNIFF	4125110	20133	7410	

Please review the above boat listing. If you have any questions about the taxation of this property or if you can show that our records are not correct, you should notify us immediately. Otherwise, we propose to assess the property for taxation in the above amounts. The assessment will become final unless written exception is filed with the Tax Administrator at the above address within thirty (30) days of the date of this letter.

* Mr. Stout did not return his letter but did Contact us after he received his listing form by returning his 2018 list form stating he never received his listing the never the Tones Orunty. He has a Pollodesville alloss but is not Crance resident. The



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THEID	BELL NO	REGULATION	TTITLE NO	RENEWAL TH	OWNER(3)	YEAR.	MANUFACTURER	LIEN	
43J689B414	9414DZ	7/31/2019	431342	1001322	RICHARD LESLIE STOUT JR 🔻	2014	CAROLINA SK IFF	YES	

Owner Tafo Vessel Info Purchasa Info Lien Info Owner Detail: 🤌 Individual Business Vi Primary Owner Last Name: STOUT Drivers Lic#: 5560328 First Name: RICHARD Birth Date: 01/01/1962 Middle Name: LESLIE Phone: (252) 636-2238 Suffix: JR Email: SIRJERSEY@YAHOO.COM Residential Address (Same as Mailing? (Same as Mailing?) Mailing Address UNITED STATES Country: Address: 121 WILDFLOWER WAY City: **POLLOCKSVILLE** State: NC Zip: 28573 - 8701 Last Updated: 11/10/2009 09:57am colvinj чате Турс Name Mailing Address Primary0₩ INDIVIDUAL RICHARD LESLIE STOUT JR 121 WILDFLOWER WAY, POLLOCKSVILLE YES Select Cancel





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V. H. Search

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Year:	2014		Make:	Make:	
Model:	218 DLV		Horsepower:	Horsepower:	
Manufacturer:	CAROLINA SKIFF		Serial #:	Serial #:	
Length: (ft/in)	21 - 0		Price:	Price:	
Hull:	Fiberglass	7			
Primary Use:	Pleasure	À			
Fuel:	Gasoline	7			
Propulsion:	Outboard	₩ :			
Туре:	Open	7			
Old Hull Id:					
				· · · · · · · · · · · · · · · · · · ·	Cancel



STOUT RICHARD LESLIE JR 161 COLEBY LN SWANSBORO NC 28584

ONSLOW COUNTY Property Tax Listing Form for 2017

- To avoid a Late Listing Penalty, Please complete and return No Later than January 31, 2017.
- If your address has changed, please mark through the incorrect address on the front of the lax listing form and write in your current address.
- Any Questions? Please call our office at (910) 989-2201 or visit our office anythrie Monday - Friday 8:00 a.m. - 6:00 p.m.

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Paid 8/2/2017 by check

Rec, 6/27 from Bonnie Parker Duston



Brenda Reece <bre> <bre>breece@jonescountync.gov>

Fwd: Release for 2017 Personal Property Bill

1 message

Susan Riggs <sbriggs@jonescountync.gov>
To: Brenda Reece <breece@jonescountync.gov>

Thu, Aug 2, 2018 at 4:44 PM

Brenda.

This needs to be submitted to the board.

Thank you,

Susan B. Riggs

Jones County Tax Collector Jones County NCVTS Administrator

Jones County Tax Collector

P.O. Box 87 Trenton, NC 28585

T 252-448-2546 F 252-448-1080

E sbriggs@jonescountync.gov

Pay Online:

https://www.jonescountync.gov/index.asp?SEC=88F04D8B-5075-440E-9B07-17987FB19327&Type=B_BASIC

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider

----- Forwarded message -----

From: Susan Riggs <sbriggs@jonescountync.gov>

Date: Wed, Jun 27, 2018 at 11:26 AM

Subject: Release for 2017 Personal Property Bill To: Brenda Reece brenda Reece brenda Reece speecountync.gov Cc: Hope Avery hope Avery speecountync.gov <a href="mailto:speecoun

Brenda,

I contacted Mr. Stout by email in order to collect on his account. He informed me he never lived in Jones County and only had a Pollocksville address at one time, which is why it came up on our boat list for listing. He moved to Onslow County from Craven, in 2016, and listed the boat sometime in 2017 in Onslow County.

I contacted Bonnie Parker in Onslow County and she faxed me confirmation that his 2014 Carolina Skiff was listed and paid in Onslow in 2017.

I ask for review of the documentation attached and request a release in the amount of \$211.90, due to an illegal tax under NC GS 105-381.

Thank you,

Susan B. Riggs Jones County Tax Collector Review Officer (252) 448-2546 sbriggs@jonescountync.gov

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider

Richard Leslie Stout Jr 2017 Personal Property Documents.pdf 1376K



Hope Avery
Tax Administrator

JONES COUNTY TAX OFFICE P.O. Box 87 Trenton, North Carolina 28585-0087

Susan Riggs Tax Collector

August 1, 2018

Jones	County	Tax	Collector:
301163	COULTRY	101	COMECTOL.

For the Month of June:

 2017 Levy Collected by Tax Office:
 \$ 33,906.99

 2017 Levy Collected by NCVTS:
 70,545.32

2008-2016 Levy Collected:

5,072.38

Total Levy Collected:

\$ 109,524.69

Susan B. Riggs)
Jones County Tax Collector

2017 Levy: \$ 7,295,570.66

Collected on 2017 Levy as of 6/30/2018: 7,054,020.37

Other Levy Adjustments:

Non Sufficient Funds/Reversals: (3,827.92)

Total Levy Reduction: \$ 7,050,192.45

Percent (%) of Levy Reduced as of 6/30/18: 97.67%

Percent (%) of Levy Reduced as of 6/30/17:

Jones County 2017 Tax Collectors Report/NCVTS Finance Report Percentages: 97.67% collected

NORTH CAROLINA

LEASE AGREEMENT AND OPTION TO PURCHASE

JONES COUNTY

THIS LEASE AGREEMENT AND OPTION TO PURCHASE, made and entered into as of the Contract Date, and effective as of the Effective Date, by and between JONES COUNTY, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Landlord"); and NIBRAL HOLDINGS, LLC, a limited liability company organized and existing by virtue of the laws of the State of North Carolina (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE 1

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

- 1.1 "Agreement" means and refers to this Lease Agreement and Option to Purchase and any amendments hereto.
 - 1.2 "Contract Date" means and refers to the 20th day of August, 2018.
 - 1.3 "Effective Date" means and refers to the 1st day of September, 2018.
- 1.4 "Hazardous Material" means and refers to any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of state or federal environmental regulations or laws, or listed as such by the Environmental Protection Agency.
- 1.5 "Leased Premises" means and refers mean all of that property located at 181 Industrial Park Drive, Trenton, North Carolina, more particularly described in Deed Book 317 at Page 273 in the Jones County Registry
- 1.6 "Term" means and refers to that period of time more particularly set forth in Section 4.1 below.

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

- 2.1 Landlord desires to lease the Leased Premises to Tenant.
- 2.2 Tenant desires to lease the Leased Premises from Landlord.
- 2.3 The parties hereto desire to enter into this Agreement in order to provide a statement of their respective responsibilities, understandings and duties in connection with the purposes of this Agreement and the terms herein during the term of this Agreement.

ARTICLE 3

Leased Premises

Landlord does hereby let and lease to Tenant the Leased Premises, and Tenant accepts the same, all based upon the terms and conditions contained herein. Tenant acknowledges that neither Landlord nor its agents have made any representations as to the condition or repair of the Leased Premises except those specified in this Agreement. Landlord has no obligation to alter, remodel or improve the Premises in any way. Tenant agrees to accept the Premises in an "as is" condition.

ARTICLE 4

Term

- **4.1** Term: The Term of this Agreement shall commence on the Effective Date and continue through midnight on August 31, 2023, unless sooner terminated in accordance with this Agreement. The Term may be extended/renewed by mutual written consent of the parties for two additional 5 year terms.
- **4.2** Option to Purchase: Provided that the Tenant is not in default of any of the terms of this Agreement, Tenant shall have the option to purchase the Leased Premises at any time during the Terms of this Agreement without penalty.

In the event that the Tenant elects to exercise the option to purchase as specified in this Section 4.2, it must give notice of such intent no later than one hundred eighty (180) days prior to the end of the Term. Closing of the purchase shall take place within thirty (30) days after notice, but in no event after the end of the Term.

The purchase price under this option to purchase shall be Nine Hundred Fifty Thousand and no/100 Dollars (\$950,000.00). At closing, Tenant shall be given as a credit towards the purchase price an amount equal to all rental payments made as principal, as shown that certain Amortization Schedule attached hereto as Attachment "A". At closing, this Agreement shall automatically terminate, and neither party shall have any further obligations hereunder.

4.3 <u>Termination</u>: After the expiration of the Term of this Agreement, if Tenant does not elect to exercise its option to purchase, Tenant shall clean and repair the Leased Premises and surrender the same to Landlord in as good a condition, normal wear and tear excepted, as existing on the Effective Date.

ARTICLE 5

Rent; Security Deposit

5.1 Rent: During the Term of this Agreement, Tenant shall pay to Landlord as rent, in advance on the first day of each month, beginning on the Effective Date, at such place as Landlord may direct, with rent for any partial month to be prorated, as follows:

A. September 2018 - February 2020

\$3,562.50 per month; and,

C. March 2020 through termination

\$7,500.00 per month.

All payments are due by the first of each month, and payments received more than ten days after due shall be assessed an additional One Hundred and no/100 Dollars (\$100.00) late fee.

5.2 <u>Security Deposit:</u> There shall be no security deposit under this Agreement.

ARTICLE 6

Use of Leased Premises

Tenant shall use the Leased Premises solely for marine product manufacturing, and any commercial activities incidental thereto (the "Permitted Use"), and for no other purpose whatsoever without Landlord's express written consent which consent may be withheld for any reason.

Maintenance; Repairs; Renovations

- 7.1 <u>Maintenance</u>; <u>Repairs</u>: Landlord shall be responsible for the foundation, exterior and supporting walls, roof and any leaks at the Leased Premises, except for intentional act or negligence of tenant. Otherwise, except as may be covered by warranties or due to the fault of Landlord or its agents and employees, Tenant at its sole cost and expense shall maintain and keep in good repair all other components of the Leased Premises, including but not limited to the, HVAC, electrical and plumbing systems, interior upkeep, and the grounds surrounding the Leased Premises.
- 7.2 Quality of Repairs: All repairs and replacements shall be of quality and class at least equal to the quality and class of the Leased Premises at the time of entry by Tenant, ordinary wear and tear excepted.
- **7.3** Renovations by Tenant: Tenant at its sole cost and expense may make renovations, additions and improvements of or to the Leased Premises at any time and from time to time in accordance with plans and specifications submitted to and approved in writing by Landlord, which approval may be withheld for any reason. Landlord shall also have the right to approve any contractor making such renovations, additions and improvements, which approval may be withheld for any reason.
- 7.4 Ownership of Fixtures: Any and all repairs, replacements, renovations, additions or improvements of or to the Leased Premises shall be and become the property of the Landlord and shall remain to be surrendered as part of the Leased Premises. Except in the case of "trade fixtures" that can be removed without structural damage to premises and that any such damage would be repaired to a pre-installation condition.

ARTICLE 8

Upgrades and Improvements to the Leased Premises

Tenant may only make such upgrades and improvements to the Leased Premises as consented to by Landlord in writing, which consent may be withheld for any reason, and upon such conditions as Landlord may unilaterally require.

Subordination, Estoppel Certificate

- 9.1 Mortgage Subordination: Tenant agrees that, within ten (10) days after written request of Landlord, it will subordinate this lease to the lien of any present or future mortgage to a bank, savings and loan association, insurance company, real estate investment trust or similar institution, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, it will recognize such mortgagee or person as its landlord under the terms of this Lease. Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute and deliver any necessary or appropriate instrument or instruments of subordination, for and in the name of Tenant. It is expressly acknowledged that the foregoing power of attorney is coupled with an interest. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof.
- 9.2 Estoppel Certificates: At any time and from time to time Landlord and Tenant each agree, within ten (10) days after request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the other party is not in default in the performance of its covenants hereunder (or if there are such defaults, specifying the same), and the dates to which the rent and other charges have been paid.

ARTICLE 10

Utilities; Taxes

- **10.1** <u>Utilities:</u> Tenant shall be solely responsible for all of its utilities and services at the Leased Premises.
- 10.2 <u>Ad Valorem Taxes:</u> Tenant shall be responsible, and pay each year during the term of this Agreement, and any extension thereof, all ad valorem taxes assessed by any lawful authority against any personal property placed in or installed upon Leased Premises by Tenant.
 - 10.3 Taxes on Rent: Tenant shall reimburse Landlord any and all sales, income and

excise taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the State of North Carolina or any political subdivision thereof or other taxing authority upon any Rent payable hereunder.

ARTICLE 11

Default; Termination

- 11.1 <u>Default by Tenant</u>: This Agreement is made upon the express condition that if the Tenant fails or neglects to perform, meet, or observe any of the Tenant's obligations hereunder, and such failure or neglect shall continue for a period of ten (10) days after notice thereof from the Landlord to the Tenant, then the Landlord at any time thereafter by written notice to the Tenant may lawfully declare the termination hereof and re-enter said Leased Premises or any part thereof, and by due process of law expel, remove and put out the Tenant or any person or persons occupying said premises. For purposes of this Article 11, Tenant shall also be deemed to be in default if it ceases operations at the Leased Premises for more than thirty (30) days, excluding events beyond Tenant's control that render the Leased Premises unusable.
- 11.2 <u>Acceleration</u>. In the event Tenant defaults in any of its obligations hereunder, then the balance of the installments of rent for the entire term of this Agreement under Article 4, shall be at the option of Landlord become due and payable at once upon written demand and notice by Landlord, unless cured by Tenant within thirty (30) days of such demand or notice. Landlord must mitigate its damages by attempting to immediately rent or lease the Leased Premises in a reasonable commercial manner, under terms similar to those contained herein.

ARTICLE 12

Entry and Inspections

Landlord shall have the right to enter into, upon, over and under the Leased Premises during the term of this lease for the purpose of inspection, construction, repair or other emergency matters, or under government order or requirement. Prior to entering the Leased Premises for any non-emergency reason, Landlord shall give Tenant reasonable notice of the same, and such entry shall be done during reasonable hours of the Tenant.

Hazardous Materials

Tenant warrants that it shall not allow the discharge or escape of Hazardous Materials at or from the Leased Premises, that it shall permit no release of Hazardous Materials, of any type, onto or from the Leased Premises in violation of any environmental law, and that Tenant shall indemnify and hold harmless the Landlord from and against all losses, expenses and claims of every kind suffered by or asserted against it as a direct or indirect result of violation of this Article 13.

ARTICLE 14

Indemnity and Insurance

14.1 Type of Insurance: Tenant shall, at its own expense, maintain and carry insurance as follows:

Types of InsuranceLimits of LiabilityWorker's CompensationStatutory MinimumCommercial General Liability\$1,000,000/\$3,000,000

Tenant shall furnish appropriate insurance certificates to Landlord. No deductible for any insurance policy hereunder shall have the deductible greater than \$10,000.00 per occurrence. Tenant shall purchase whatever additional insurance is requested by Landlord, if available, from a carrier acceptable to the parties, provided the cost for such additional insurance is reimbursed by Landlord. Any and all insurance required hereunder shall name Landlord or any other person designated by Landlord as an additional insured, as their interest may appear. In addition, all insurance required hereunder shall require the insuring entity to provide thirty (30) days advance written notice to Landlord before the same may be terminated or otherwise canceled. Landlord, as owner of the facility, will carry normal general liability insurance as with other county owned buildings.

14.2 <u>Indemnity</u>: Except for the intentional acts or omissions, or willful misconduct of Landlord, its agents, or employees, Tenant shall protect, indemnify and save Landlord harmless from and against any and all liabilities, obligations, claims, damages, costs and expenses, including but not limited to attorneys' fees that may occur at the Leased Premises.

Notice Provision

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by the parties by first class mail, registered mail or recognized courier service addressed to the address hereinafter stated, or to such other address as the parties may mutually agree upon.

Tenant

Nibral Holdings, LLC
Attn: _____
181 Industrial Park Drive
Trenton, North Carolina 28585

Landlord

Jones County
Attn.: County Manager
418 Hwy 58 North, Unit A
Trenton, North Carolina 28585

with a copy to:

Jimmie B. Hicks, Jr. Sumrell, Sugg, Carmichael, Hicks & Hart, P.A. P.O. Drawer 889 New Bern, North Carolina 28563

ARTICLE 16

Landlord/Tenant Relationship

The execution of this Agreement and the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent, employer, and employee, partnership, joint venture or any other relationship other than that of landlord and tenant.

ARTICLE 17

Condemnation or Destruction of the Premises

In the event that twenty-five (25%) or more of the Leased Premises is destroyed or condemned, taken or appropriated by any public or quasi-public authority under the power of eminent domain, police power or similar, either party shall have the right to terminate this Agreement upon thirty (30) days written notice. Regardless of whether this Agreement is

terminated hereunder, Landlord shall be entitled to any and all insurance, income, rent, award or interest which may be paid in connections with the destruction, condemnation or appropriation. Nothing herein shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's property taken.

ARTICLE 18

Insolvency

Either party shall have the right, in its discretion, to declare the Agreement terminated, if:

- Insolvency: By the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of the other party (hereinafter "Insolvent Party"), shall be appointed and the order shall not have been discharged within sixty (60) days, or if, by decree of such a court, said Insolvent Party shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Insolvent Party pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Insolvent Party, as now or hereinafter in effect, shall be filed against the other party and such petition shall not be dismissed within sixty (60) days after such filing, or Insolvent Party shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or
- **18.2** Assignment: The Insolvent Party shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

ARTICLE 19

Miscellaneous

- 19.1 <u>Entire Agreement; Modification</u>: This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both parties.
- 19.2 <u>Severability</u>: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not

affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

- 19.3 <u>Non-Waiver</u>: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 19.4 <u>Binding Effect</u>: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
- 19.5 <u>Assignment and Subletting</u>: Except as may otherwise be expressly provided herein, Tenant shall not assign any right, obligation, or liability arising hereunder without Landlord's prior written consent, which consent of landlord cannot be unreasonably withheld. Any such assignment or attempted assignment shall be null and void. Nor will Tenant sublet the Leased Premises without first having obtained the written consent of the Landlord, which consent may be withheld for any reason.
- 19.6 <u>Laws and Regulations</u>: Tenant at its own cost and expense shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which are applicable to the Leased Premises, and shall not knowingly utilize the premises for any illegal, unsafe, or offensive purposes, functions or acts whatsoever.
- 19.7 <u>Covenant of Further Assurances</u>: The parties agree that from and after execution of this Agreement, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.
- 19.8 <u>Force Majeure</u>: A party shall not be deemed to have defaulted or failed to perform hereunder if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of Government, embargoes, fire, flood, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, or the inability to procure necessary raw material, supplies or equipment.

- 19.9 <u>Headings</u>: Headings in this Agreement are for convenience and reference only and shall be not used to interpret or construe its provisions.
- 19.10 <u>Multiple Originals</u>: This Agreement shall be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 19.11 <u>Governing Law; Exclusive Venue</u>: This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be Jones County, North Carolina.
- 19.12 <u>Marketing of Property</u>: During the final 180 days of the Term, Landlord and its agents shall have right to enter the Leased Premises at reasonable times for the purpose of showing the Leased Premises to any prospective tenant or purchaser. Further, Landlord may erect any signage upon the Leased Premises for purposes of marketing the Leased Premises to any prospective tenant or purchaser.
- 19.13 <u>Consideration</u>: The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto agree to the matters and things set forth herein.
- 19.14 Governmental Regulations: Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, including without limitation, the requirements of all applicable environmental authorities, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force.

IN TESTIMONY WHEREOF, the parties have duly and properly executed this Agreement, all on the day and year first above written.

			LANDLORD:	
			JONES COUNTY	
Seal)				
		BY:	MIKE HADDOCK Chi	(Sea
			MIKE HADDOCK, Chairman	
TTEST:				
NGELICA HALL, Cle	rk	_		
EAL-				
		ANID	ADEQUACY	
PPROVED AS TO LEC	GAL FORM	AND	ADEQUACY:	
PPROVED AS TO LEC	GAL FORM	AND	ADEQUACY:	
PPROVED AS TO LEC				
		torney		
		ttorney TEN		
		ttorney TEN	ANT:	
	es County At	ttorney TENA NIBR	ANT: AAL HOLDINGS, LLC	
	es County At	ttorney TENA NIBR	ANT:	_(SEAL)
	es County At	TENA NIBR	ANT: AAL HOLDINGS, LLC	

ATTACHMENT "A" Amortization Schedule

See following pages

181 Industrail Park Drive Rent Payment & Buyout Table Revised 09/01/2015

	Enter values
Loan amount	Loan amount \$ 950,000.00
Annual interest rate	4.50 %
Loan period in years	15
Number of payments per year	12
Start date of Ioan	8/1/2018
Optional extra payments	
Buyout Fee	1

Lender name: Jones County

The state of the s	
Total interest \$ 405,255.66	Total interest
· ₩	Total early payments
	Actual number of payments
180	Scheduled number of payments
\$ 7,500.00	\$ Scheduled payment \$
Loan summary	

		The state of the s				777				-		
Pm		Beginning	υ	Scheduled	Extra				Ending	Cumulative		Buvout
o N	Payment Date	Balance		Payment	Payment	Total Payment	Principal	Interest	Balance	Interest	Buyout Fee	Amount
-	9/1/2018 \$	950,000.00	s	7,500.00	, &	7,500.00	\$	3,562.50	\$ 950,000.00	\$ 3,562.50		\$950,000.00
7	10/1/2018	950,000.00		7,500.00	ı	7,500.00		3,562.50	950,000.00	7,125.00		\$950,000.00
ო	11/1/2018	950,000.00		7,500.00	1	7,500.00		3,562.50	950,000.00	10,687.50		\$950,000,00
4	12/1/2018	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	14,250.00		\$950,000.00
ς,	1/1/2019	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	17,812.50		\$950,000.00
9	2/1/2019	950,000.00		7,500.00	ī	7,500.00		3,562.50	950,000.00	21,375.00		\$950,000.00
7	3/1/2019	950,000.00		7,500.00	ı	7,500.00		3,562.50	950,000.00	24,937.50		\$950,000.00
ω	4/1/2019	950,000.00		7,500.00	ı	7,500.00		3,562.50	950,000.00	28,500.00		\$950,000,00
6	5/1/2019	950,000.00		7,500.00	ı	7,500.00		3,562.50	950,000.00	32,062.50		\$950,000.00
9	6/1/2019	950,000.00		7,500.00		7,500.00		3,562.50	950,000.00	35,625.00		\$950,000.00
-	7/1/2019	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	39,187.50		\$950,000.00
12	8/1/2019	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	42,750.00		\$950,000.00
13	9/1/2019	950,000.00		7,500.00	ı	7,500.00		3,562.50	950,000.00	46,312.50		\$950,000.00
14	10/1/2019	950,000.00		7,500.00	1	7,500.00		3,562.50	950,000.00	49,875.00		\$950,000.00
15	11/1/2019	950,000.00		7,500.00	1	7,500.00		3,562.50	950,000.00	53,437.50		\$950,000.00
16	12/1/2019	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	57,000.00		\$950,000.00
17	1/1/2020	950,000.00		7,500.00	í	7,500.00		3,562.50	950,000.00	60,562.50		\$950,000.00
18	2/1/2020	950,000.00		7,500.00	•	7,500.00		3,562.50	950,000.00	64,125.00		\$950,000.00
6	3/1/2020	950,000.00		7,500.00	1	7,500.00	3,937.50	3,562.50	946,062.50	67,687.50		\$946,062.50
20	4/1/2020	946,062.50		7,500.00	1	7,500.00	3,952.27	3,547.73	942,110.23	71,235.23		\$942,110.23
7	5/1/2020	942,110.23		7,500.00	ī	7,500.00	3,967.09	3,532.91	938,143.15	74,768.15		\$938,143.15
22	6/1/2020	938,143.15		7,500.00	ı	7,500.00	3,981.96	3,518.04	934,161.18	78,286.18		\$934,161.18
23	7/1/2020	934,161.18		7,500.00	•	7,500.00	3,996.90	3,503.10	930,164.29	81,789.29		\$930,164.29
24	8/1/2020	930,164.29		7,500.00	•	7,500.00	4,011.88	3,488.12	926,152.41	85,277.41		\$926,152.41
25	9/1/2020	926,152.41		7,500.00	ı	7,500.00	4,026.93	3,473.07	922,125.48	88,750.48		\$922,125.48
26	10/1/2020	922,125.48		7,500.00	1	7,500.00	4,042.03	3,457.97	918,083.45	92,208.45		\$918,083.45
27	11/1/2020	918,083.45		7,500.00	•	7,500.00	4,057.19	3,442.81	914,026.26	95,651.26		\$914,026.26
28	12/1/2020	914,026.26		7,500.00	ı	7,500.00	4,072.40	3,427.60	909,953.86	99,078.86		\$909,953.86
59	1/1/2021	909,953.86		7,500.00	,	7,500.00	4,087.67	3,412.33	905,866.19	102,491.19		\$905,866.19
တ္တ	2/1/2021	905,866.19		7,500.00	1	7,500.00	4,103.00	3,397.00	901,763.18	105,888.18		\$901,763.18
<u>ب</u>	3/1/2021	901,763.18		7,500.00	t	7,500.00	4,118.39	3,381.61	897,644.80	109,269.80		\$897,644.80
32	4/1/2021	897,644.80		7,500.00		7,500.00	4,133.83	3,366.17	893,510.96	112,635.96		\$893,510.96
33	5/1/2021	893,510.96		7,500.00	•	7,500.00	4,149.33	3,350.67	889,361.63	115,986.63		\$889,361.63
34	6/1/2021	889,361.63		7,500.00	•	7,500.00	4,164.89	3,335.11	885,196.74	119,321.74		\$885,196.74
32	7/1/2021	885,196.74		7,500.00	•	7,500.00	4,180.51	3,319.49	881,016.22	122,641.22		\$881,016.22

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Š	Payment Date	Balance	Payment	Payment	Total Payment	Principal	Interest	Enaing	Cumulative	Buyout Fee	Buyout Amount
36	8/1/2021	881,016.22	7,500.00	1	7,500.00	4,196.19	3,303.81	876,820.03	125,945.03	•	\$876,820.03
37	9/1/2021	876,820.03	7,500.00	ŧ	7,500.00	4,211.92	3,288.08	872,608.11	129,233.11	•	\$872,608.11
S S	10/1/2021	8/2,608.11	7,500.00	1	7,500.00	4,227.72	3,272.28	868,380.39	132,505.39	•	\$868,380.39
χ Σ	11/1/2021	868,380.39	7,500.00	1	7,500.00	4,243.57	3,256.43	864,136.82	135,761.82	•	\$864,136.82
1 4	1/1/2021	859 877 33	7,500.00	ı	7,500.00	4,259.49	3,240.51	859,877.33	139,002.33	•	\$859,877.33
42	2/1/2022	855.601.87	7.500.00		7.500.00	4,273.40	3,224.54	855,601.87	142,226.87	<i>37</i> 6	\$855,601.87
43	3/1/2022	851,310.38	7,500.00	1	7,500.00	4,307.59	3,192.41	847,002.79	148 627 79	, 0 ,	\$847,002.79
44	4/1/2022	847,002.79	7,500.00	ı	7,500.00	4,323.74	3,176.26	842,679.05	151,804.05	, 0,	\$842,679.05
42	5/1/2022	842,679.05	7,500.00	Ì	7,500.00	4,339.95	3,160.05	838,339.10	154,964.10	• • •	\$838,339.10
4e 9	6/1/2022	838,339.10	7,500.00	,	7,500.00	4,356.23	3,143.77	833,982.87	158,107.87	•	\$833,982.87
47	7/1/2022	833,982.87	7,500.00	,	7,500.00	4,372.56	3,127.44	829,610.30	161,235.30	•	\$829,610.30
2 4	8/1/2022	829,610.30	7,500.00	,	7,500.00	4,388.96	3,111.04	825,221.34	164,346.34	47	\$825,221.34
4 n	9/1/2022	825,221.34	7,500.00	ı	7,500.00	4,405.42	3,094.58	820,815.92	167,440.92	6)	\$820,815.92
2 2	10/1/2022	820,815.92	7,500.00	ı	7,500.00	4,421.94	3,078.06	816,393.98	170,518.98	₩	\$816,393.98
2 2	12/1/2022	811 055 46	7,500.00	•	7,500.00	4,438.52	3,061.48	811,955.46	173,580.46	63 ·	\$811,955.46
7 2	1/1/2023	807 500 20	7,500.00	•	7,500.00	4,455.17	3,044.83	807,500.29	176,625.29	63	\$807,500.29
3 4	2/1/2023	803,000.29	7,500.00	•	7,500.00	4,471.87	3,028.13	803,028.42	179,653.42	69 (\$803,028.42
א כ	3/1/2023	708 530 78	7 500 00	ŧ	7,500.00	4,466.04	3,011.35	798,539.78	182,664.78	67) (\$798,539.78
20	4/1/2023	794 034 30	7 500 00		7 500 00	4,505.46	2,994.52	794,034.30	185,659.30	<i></i>	\$794,034.30
57	5/1/2023	789.511.93	7.500.00		7 500 00	4,322.37	2,977.63	787 072 60	104,030.93	<i>#</i> 6	\$789,511.93 \$784,072,00
28	6/1/2023	784,972.60	7,500.00	•	7.500.00	4,556.35	2,300.01	780.416.25	194 541 25	A 4	\$704,972.00 \$780.446.05
29	7/1/2023	780,416.25	7,500.00	,	7,500.00	4,573,44	2.926.56	775.842.81	197 467 81	→ (\$775,842,81
90	8/1/2023	775,842.81	7,500.00	•	7,500.00	4,590.59	2,909.41	771,252.22	200,377.22	• •	\$771.252.22
61	9/1/2023	771,252.22	7,500.00		7,500.00	4,607.80	2,892.20	766,644.41	203,269.41	• 69	\$766,644.41
62	10/1/2023	766,644.41	7,500.00	•	7,500.00	4,625.08	2,874.92	762,019.33	206,144.33	• 69	\$762,019.33
3	11/1/2023	762,019.33	7,500.00	•	7,500.00	4,642.43	2,857.57	757,376.90	209,001.90	€>	\$757,376.90
0 4 1	12/1/2023	757,376.90	7,500.00	•	7,500.00	4,659.84	2,840.16	752,717.07	211,842.07	€	\$752,717.07
င္က မ	1/1/2024	752,717.07	7,500.00	•	7,500.00	4,677.31	2,822.69	748,039.75	214,664.75	₩	\$748,039.75
90	3/1/2024	743,039.75	7,500.00	1	7,500.00	4,694.85	2,805.15	743,344.90	217,469.90	6 Э 1	\$743,344.90
89	4/1/2024	738 632 45	7 500 00		7,500.00	4,712.40	2,767.34	733,032.45	220,257.45	<i></i>	\$738,632.45
69	5/1/2024	733,902.32	7,500.00	ı	7.500.00	4 747 87	2,752.13	729 154 45	223,021.32	A 4	\$733,902.32 \$770.464.46
20	6/1/2024	729,154.45	7,500.00	1	7,500.00	4,765.67	2.734.33	724.388.78	228,513,78	9 (4	\$724.388.78
71	7/1/2024	724,388.78	7,500.00	ı	7,500.00	4,783.54	2,716.46	719,605.24	231,230.24	+ + + + + + + + + + + + + + + + + + +	\$719,605.24
75	8/1/2024	719,605.24	7,500.00	,	7,500.00	4,801.48	2,698.52	714,803.76	233,928.76	. €9	\$714,803.76
e ;	9/1/2024	714,803.76	7,500.00	•	7,500.00	4,819.49	2,680.51	709,984.27	236,609.27	4	\$709,984.27
4 7 4 7	10/1/2024	709,984.27	7,500.00	ı	7,500.00	4,837.56	2,662.44	705,146.71	239,271.71	₩.	\$705,146.71
2 4	12/1/2024	700,140.7 1	7,500.00	ı	7,500.00	4,855.70	2,644.30	700,291.01	241,916.01	· ·	\$700,291.01
2 /	1/1/2025	695 417 11	7 500 00	J 1	7,500.00	4,873.91	2,626.09	695,417.11	244,542.11	G (\$695,417.11
78	2/1/2025	690 524 92	7.500.00		7 500.00	4,032.13	2,580,47	696,524.92	247,149.92	Ā €	\$690,524.92
79	3/1/2025	685,614.39	7.500.00	•	7 500 00	4 928 95	2,533.47	680,614.39	252 340 44	ĀΘ	\$585,614.39 \$680,696.44
80	4/1/2025	680,685.44	7,500.00	•	7,500.00	4,947.43	2,552.57	675,738,01	254,863.01	9 69	\$675 738 01
<u>8</u>	5/1/2025	675,738.01	7,500.00	•	7,500.00	4,965.98	2,534.02	670,772.03	257,397.03	·	\$670,772.03
82	6/1/2025	670,772.03	7,500.00	1	7,500.00	4,984.60	2,515.40	665,787.43	259,912.43	₩.	\$665,787.43
8 3	7/1/2025	665,787.43	7,500.00		7,500.00	5,003.30	2,496.70	660,784.13	262,409.13	₩	\$660,784.13
8 4 4	8/1/2025	660,784.13	7,500.00	í	7,500.00	5,022.06	2,477.94	655,762.07	264,887.07	ਲ	\$655,762.07
င္က မွ	9/1/2025	655,762.07 650 721 18	7,500.00	1	7,500.00	5,040.89	2,459.11	650,721.18	267,346.18	⊕ €	\$650,721.18
3	74747	000,121.10	יטייטטט' ו	1	00.000,7	5,059.80	2,440.20	645,661.38	269,786.38	Ä	\$645,661.38

Payment Date	Balance	Payment	Payment	Total Payment	Principal	Interest	Balance	Interest	Buyout Fee	Amount
11/1/2025	645,661.38	7,500.00	1	7,500.00	5,078.77	2.421.23	640,582,61	272 207 61		\$640.582.61
12/1/2025	640,582.61	7,500.00	1	7,500.00	5,097.82	2,402.18	635.484.80	274,609.80		\$635 484 80
1/1/2026	635,484.80	7,500.00	1	7,500.00	5,116.93	2,383.07	630,367,86	276,992.86		\$630,367.86
2/1/2026	630,367.86	7,500.00	•	7,500.00	5,136.12	2,363.88	625,231,74	279,356.74		\$625 231 74
3/1/2026	625,231.74	7,500.00	•	7,500.00	5,155.38	2.344.62	620,076.36	281,701,36		\$620,026.36
4/1/2026	620,076.36	7,500.00	•	7,500.00	5,174.71	2,325.29	614,901.65	284,026.65		\$614,901.65
5/1/2026	614,901.65	7,500.00	1	7,500.00	5,194.12	2,305.88	609,707.53	286,332.53		\$609,707.53
6/1/2026	609,707.53	7,500.00	ı	7,500.00	5,213.60	2,286.40	604,493.93	288,618.93		\$604,493.93
7/1/2026	604,493.93	7,500.00	i	7,500.00	5,233.15	2,266.85	599,260.79	290,885.79		\$599,260.79
8/1/2026	599,260.79	7,500.00	ı	7,500.00	5,252.77	2,247.23	594,008.01	293,133.01	,	\$594,008.01
9/1/2026	594,008.01	7,500.00	•	7,500.00	5,272.47	2,227.53	588,735.54	295,360.54	•	\$588,735,54
10/1/2026	588,735.54	7,500.00		7,500.00	5,292.24	2,207.76	583,443.30	297,568.30	-	\$583 443 30
11/1/2026	583,443.30	7,500.00	,	7,500.00	5,312.09	2.187.91	578,131,21	299,756,21		\$578 131 21
12/1/2026	578,131.21	7,500.00	ł	7.500.00	5,332.01	2,167,99	572 799 21	301 924 21		\$572 799 21
1/1/2027	572,799.21	7,500.00	,	7.500.00	5,352,00	2,148,00	567 447 20	304 072 20		\$567,447.20
2/1/2027	567,447.20	7,500.00	•	7.500.00	5.372.07	2 127 93	562 075 13	306 200 13		\$562 075 13
3/1/2027	562,075.13	7.500.00	•	7.500.00	5 392 22	2 107 78	556 682 91	308,200.13		\$556 682 04
4/1/2027	556,682,91	7.500.00	ı	2 500 00	5 412 44	2.087.56	551 270 47	310,307,31		\$330,062.91 \$551,320,47
5/1/2027	551 270 47	7.500.00	•	7 500.00	5 432 74	2,007.2	545 027 74	940,460,44		5551,270.47
6/1/2027	545 837 74	7.500.00		7 500.00	5.453.44	2,007.20	540.204.62	312,402.74		4040,637.74 6740,004.00
7/1/2027	540 384 63	7 500.00		7,500.00	0,400.11 E 470 EE	2,046.69	340,304.03	514,509.63		\$540,384.63 \$50,044.61
8/1/2027	534 911 07	7 500.00		7,500.00	2,473.30	2,020.44	504,911.07	310,330.07		4534,911.07
0/1/202/	446.00	7,300.00		7,500.00	0,494.08	2,005.92	529,416.99	318,541.99		\$529,416.99
770	523,410.99	7,500.00	•	00.006,7	5,514.69	1,985.31	523,902.30	320,527.30	•,	\$523,902.30
10/1/202/	523,902.30	00.006,7		7,500.00	5,535.37	1,964.63	518,366.93	322,491.93	0,	\$518,366.93
17/1/202/	518,300.93	7,500.00		7,500.00	5,556.12	1,943.88	512,810.81	324,435.81	0,	\$512,810.81
1202/1/21	512,810.81	7,500.00	,	7,500.00	5,576.96	1,923.04	507,233.85	326,358.85	0,	\$507,233.85
1/1/2028	507,233.85	7,500.00	1	7,500.00	5,597.87	1,902.13	501,635.98	328,260.98	0,	\$501,635.98
2/1/2028	501,635.98	7,500.00	•	7,500.00	5,618.87	1,881.13	496,017.11	330,142.11	0,	\$496,017.11
3/1/2028	496,017.11	7,500.00	,	7,500.00	5,639.94	1,860.06	490,377.18	332,002.18	•	\$490,377.18
4/1/2028	490,377.18	7,500.00	ı	7,500.00	5,661.09	1,838.91	484,716.09	333,841,09		\$484,716,09
5/1/2028	484,716.09	7,500.00	1	7,500.00	5,682.31	1,817.69	479.033.78	335,658.78	,	\$479 033 78
6/1/2028	479,033.78	7,500.00	,	7,500.00	5,703.62	1,796.38	473,330,15	337,455,15	,	\$473,330.15
7/1/2028	473,330.15	7,500.00	•	7,500.00	5,725.01	1 774 99	467 605 14	339 230 14		\$467,605.13
8/1/2028	467,605.14	7,500.00	1	7.500.00	5 746 48	1 753 52	461.858.66	340 983 66	, ,	\$461,000.14 \$461,858,66
9/1/2028	461,858.66	7,500.00	,	7.500.00	5 768 03	1 731 97	456 090 63	342 715 63	, •	4401,030.00 4456,000,63
10/1/2028	456,090.63	7,500.00	,	7,500.00	5,789.66	1,710,34	450,300,97	344 425 97	,	\$450,030.03
11/1/2028	450,300.97	7,500.00	ı	7,500.00	5,811.37	1.688.63	444 489 60	346 114 60	,	\$444.489.60
2/1/2028	444,489.60	7,500.00	ı	7,500.00	5,833,16	1,666,84	438,656,44	347 781 44	,	\$438,656,44
1/1/2029	438,656.44	7,500.00	1	7,500.00	5,855.04	1.644.96	432,801.40	349,426,40	, G	\$432,801.40
2/1/2029	432,801.40	7,500.00	ı	7,500.00	5,876.99	1.623.01	426,924,40	351 049 40	, G	\$426 924 40
3/1/2029	426,924.40	7,500.00	1	7,500.00	5,899,03	1,600.97	421 025 37	352 650 37	, .	\$421,024.40
4/1/2029	421,025.37	7,500.00	,	7.500.00	5,921.15	1 578 85	415 104 21	354 229 21	, 4	\$415,050.01
5/1/2029	415,104.21	7,500,00		7,500,00	5 943 36	1 556 64	409 160 86	355 785 86	, 0	6400 160 96
6/1/2029	409,160,86	7,500.00	,	7.500.00	5,965,65	1 534 35	403 195.55	357 320 24	7 6	6403,100.00
7/1/2029	403,195.21	7,500,00		7 500 00	5 988 02	1 511 98	397 207 19	358 832 10	7 6	4400,190.61
8/1/2029	397,207,19	7,500.00	1	7.500.00	6 010 47	1 489 53	391 196 72	360,324,13)	\$301,406,73
9/1/2029	391,196,72	7 500 00		7 500 00	6.033.01	1 466 00	385 163 70	364 700 70	→ 6	301,130.72
0/1/2029	385 163 70	7 500 00	,	7 500 00	6,055,64	1 44 36	370,103.70	262,720,70	,	#300, 103.7U
1/1/2020	370 108 07	7,500.00	•	7,500.00	0,033.04	1,444.30	579,106.07	363,233.07	#	\$3/9,108.07
0 0	37.9, 100.07	7,300.00	•	7,500.00	0,078.34	1,421.66	373,029.72	364,654.72	6+3	\$373,029.72
5/1/2029	373,029.72	7,500.00	,	7,500.00	6,101.14	1,398.86	366,928.59	366,053.59	€9	\$366,928.59
1/1/2030	366,928.59	7,500.00	•	7,500.00	6,124.02	1,375.98	360.804.57	367,429.57	€.	\$360,804,57

!	Beginning	Scheduled	Extra				Ending	Cumulative		Buyout
	Balance	Payment	Payment	Total Payment	Principal	Interest	Balance	Interest	Buyout Fee	Amount
ñ	360,804.57	7,500.00	**	7,500.00	6,146.98	1,353.02	354,657.58	368,782.58	4)	\$354,657.58
સં સં	354,657.58	7,500.00	1	7,500.00	6,170.03	1,329.97	348,487.55	370,112.55	<i>(</i>	\$348,487.55
, c	346,487.33	7,500.00	•	7,500.00	6,193.17	1,306.83	342,294.38	371,419.38	63 ·	\$342,294.38
າຕ	336,077,98	7,500.00		7.500.00	6,215.40 6,239,71	1,283.60	336,077.98	372,702.98	63 6	\$336,077.98
ന	329,838.28	7,500.00	1	7,500.00	6,263.11	1,236.89	323,535.17	375,200,17	9 69	\$323,575,17
(,,	323,575.17	7,500.00	ı	7,500.00	6,286.59	1,213.41	317,288.58	376,413.58	• 69	\$317,288.58
.,	317,288.58	7,500.00	1	7,500.00	6,310.17	1,189.83	310,978.41	377,603.41	₩.	\$310,978.41
.,,	310,978.41	7,500.00	í	7,500.00	6,333.83	1,166.17	304,644.58	378,769.58	€7	\$304,644.58
	304,644.58	7,500.00	1	7,500.00	6,357.58	1,142.42	298,286.99	379,911.99	₩.	\$298,286.99
	296,266.99	7,500.00	1	7,500.00	6,381.42	1,118.58	291,905.57	381,030.57	€7	\$291,905.57
	291,905.57	7,500.00		7,500.00	6,405.35	1,094.65	285,500.22	382,125.22	₩	\$285,500.22
	285,500.22	7,500.00	•	7,500.00	6,429.37	1,070.63	279,070.84	383,195.84	€>	\$279,070.84
	2/9,0/0.84	7,500.00	ŀ	7,500.00	6,453.48	1,046.52	272,617.36	384,242.36	₩.	\$272,617.36
	2/2,61/.36	7,500.00	·	7,500.00	6,477.68	1,022.32	266,139.67	385,264.67	€>	\$266,139.67
	266,139.67	7,500.00	•	7,500.00	6,501.98	998.02	259,637.70	386,262.70	€>	\$259,637.70
	259,637.70	7,500.00	ı	7,500.00	6,526.36	973.64	253,111.34	387,236.34	₩	\$253,111.34
	253,111.34	7,500.00	ı	7,500.00	6,550.83	949.17	246,560.51	388,185.51	· 6 9	\$246,560.51
	246,560.51	7,500.00	•	7,500.00	6,575.40	924.60	239,985.11	389,110.11	. €9	\$239.985.11
	239,985.11	7,500.00		7,500.00	90.009'9	899.94	233,385.05	390,010,05	• •	\$233,385.05
	233,385.05	7,500.00	,	7,500.00	6,624.81	875.19	226,760.25	390,885.25	+ €9	\$226,760.25
	226,760.25	7,500.00	,	7,500.00	6,649.65	850.35	220,110.60	391,735.60	• •	\$220,110.60
	220,110.60	7,500.00	1	7,500.00	6,674.59	825.41	213,436.01	392,561.01	+ 69	\$213,436.01
	213,436.01	7,500.00	1	7,500.00	6,699.61	800.39	206,736.40	393,361.40	· 6 9	\$206,736.40
	206,736.40	7,500.00		7,500.00	6,724.74	775.26	200,011.66	394,136.66	€9	\$200,011.66
	200,011.66	7,500.00	1	7,500.00	6,749.96	750.04	193,261.70	394,886.70	€>	\$193,261.70
	193,261.70	7,500.00		7,500.00	6,775.27	724.73	186,486.43	395,611.43	↔	\$186,486.43
	186,486.43	7,500.00	•	7,500.00	6,800.68	699.32	179,685.76	396,310.76	€	\$179,685.76
	1/9,685.76	7,500.00		7,500.00	6,826.18	673.82	172,859.58	396,984.58	₩	\$172,859.58
	172,859.58	7,500.00	t	7,500.00	6,851.78	648.22	166,007.80	397,632.80	€9	\$166,007.80
	166,007.80	7,500.00	1	7,500.00	6,877.47	622.53	159,130.33	398,255.33	€9	\$159,130.33
	159,130.33	7,500.00	ı	7,500.00	6,903.26	596.74	152,227.07	398,852.07	€	\$152,227.07
	152,227.07	7,500.00	ı	7,500.00	6,929.15	570.85	145,297.92	399,422.92	€	\$145,297.92
	145,297.92	7,500.00	ı	7,500.00	6,955.13	544.87	138,342.79	399,967.79	€	\$138,342.79
	138,342.79	00.006,7	,	7,500.00	6,981.21	518.79	131,361.57	400,486.57	Ġ	\$131,361.57
	131,301.57	7,500.00		7,500.00	7,007.39	492.61	124,354.18	400,979.18	Ġ	\$124,354.18
	124,354.18	7,500.00	ı	7,500.00	7,033.67	466.33	117,320.51	401,445.51	€	\$117,320.51
	117,320.31	7,500.00		7,500.00	7,060.05	439.95	110,260.46	401,885.46	Θ	\$110,260.46
	110,200.40	7,300.00		7,500.00	7,086.52	413.48	103,173.94	402,298.94	Ġ	\$103,173.94
	103,173.94	7,500.00	•	00:006,7	7,113.10	386.90	96,060.84	402,685.84	€9	96,060.84
	90,000.84	7,500.00	1	7,500.00	7,139.77	360.23	88,921.07	403,046.07	₩.	88,921.07
	00,921.07	7,500.00	•	00.006,7	7,166.55	333.45	81,754.52	403,379.52	₩	81,754.52
	81,754.52	7,500.00	ı	7,500.00	7,193.42	306.58	74,561.10	403,686.10	₩	74,561.10
	74,551.10	7,500.00	ı	7,500.00	7,220.40	279.60	67,340.70	403,965.70	₩	67,340.70
	67,340.70	7,500.00	ı	7,500.00	7,247.47	252.53	60,093.23	404,218.23	49	60,093.23
	60,093.23	7,500.00		7,500.00	7,274.65	225.35	52,818.58	404,443.58	₩	52,818.58
	52,818.58	7,500.00	•	7,500.00	7,301.93	198.07	45,516.65	404,641.65	₩	45,516.65
	45,516.65	7,500.00	1	7,500.00	7,329.31	170.69	38,187.34	404,812.34	↔	38,187.34
	38,187.34	7,500.00	,	7,500.00	7,356.80	143.20	30,830.54	404,955.54	↔	30,830.54
	30,830.54	7,500.00		7,500.00	7,384.39	115.61	23,446.16	405,071.16	₩	23,446.16
	23,446.16	7,500.00	•	7,500.00	7,412.08	87.92	16,034.08	405,159.08	₩	16,034.08

Buyout	8.594.21	1.126.44		1	•		•	•	,
Buyout Fee	ь	· 69	φ.	€9	₩	ક્ર	69	₩	₩
Ending Cumulative Balance Interest E	405,219.21	405,251,44	405,255.66						
Ending Balance	8,594.21	1,126.44	0.00						
Interest	60.13	32.23	4.22						
Principal	7,439.87	7,467.77	1,122.21						
Extra Payment Total Payment	7,500.00	7,500.00	1,126.44						
Extra Payment	1	ı	•						
Scheduled Payment	7,500.00	7,500.00	7,500.00						
Beginning Balance	16,034.08	8,594.21	1,126.44						
Payment Date	5/1/2034	6/1/2034	7/1/2034						
Pmt No.	189	190	191						

				THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE						
Pmt	Beginning	Scheduled	Extra				Ending	Cumulative		Bilvorit
No. Payment Date	Balance	Payment	Payment	Payment Total Payment	Principal	Interest	Balance	Interest	Suvout Fee	Amount

NORTH CAROLINA

JONES COUNTY

AGREEMENT

This agreement, effective this 1st day of July 2018 by Jones County, a body politic and corporate, hereinafter called "County" and the Number 7 Township Fire & Rescue Department of Craven County, NC hereinafter called the "Fire Department", a non-profit corporation.

WITNESSETH

That for and in consideration of the mutual covenants hereinafter contained, pursuant to authority granted by G.S. § 160A-293 and G.S. § 153A-305, Number 7 Township Fire & Rescue Department of Craven County, NC and the County of Jones do hereby covenant and agree as follows:

- 1. The Fire Department will furnish fire protection to the Rock Creek, Island Creek Estates and Bear Run District, which protection shall include, but not limited to the use of fire trucks, pumps, hose and all other equipment;
- 2. This agreement shall begin on 1 July 2018 and continue until midnight on 30 June 2019;
- 3. Jones County will pay a monthly amount equal to the taxes collected each month to Fire Department for fire protection service to be derived from taxes collected within the said Rock Creek, Island Creek Estates and Bear Run District and from other revenues that are available to the Fire Department:
- 4. The Fire Department shall keep in effect a policy of errors and omissions insurance for each member of the Department which holds the county harmless for any errors and omissions;
- 5. Jones County hereby releases the Fire Department and the Fire Department hereby releases Jones County to the extent of their respective insurance coverage, from any liability or loss or damage caused by fire or any of the extended coverage casualties included in their respective insurance policies, even if such fire or other casualty should be brought about by the fault or negligence of the other party, or such party's agents or employees;
- 6. The Fire Department will complete and submit to the Fire Marshall within three (3) days after a fire within Jones County, the required fire incident report as required by sections 61-1 and 143A-52 of the General Statutes of the State of North Carolina;
- 7. If either party wishes to be separated from this agreement then they would need to notify the other party in writing stating the reasons and this letter has to be submitted at least 90 days before 30 June of each year.

IN WITNESS WHEREOF, Jones County has caused this agreement to be signed by the Chairman, and attested by the Clerk to the Board of Commissioners of Jones County, and

its official seal to be hereto affixed, all by the authority of said Board duly given, and said Fire Department has caused this agreement to be signed by the President and attested by the Secretary of the said Fire Department, all by the authority of the Department duly given, no later than this the day and year first written.

JONES COUNTY DATE: ATTEST: NUMBER 7 TOWNSHIP FIRE AND RESCUE DEPARTMENT OF CRAVEN COUNTY, NC DATE: PRESIDENT ATTEST: SECRETARY, NUMBER 7 TOWNSHIP FIRE AND RESCUE DEPARTMENT OF CRAVEN COUNTY, NC

(SEAL)

Provision for payment of this instrument has been approved as required by the Local Government Budget and Fiscal Control Act.

JONES COUNTY FINANCE OFFICER